

# EXHIBIT 1

INVESTMENT MANAGEMENT AGREEMENT WITH  
HARTFORD INVESTMENT FINANCIAL SERVICES COMPANY

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INVESTMENT MANAGEMENT AGREEMENT

This Agreement is made by and between Hartford Investment Financial Services Company, a Delaware corporation ( "HIFSCO") and ITT Hartford Mutual Funds, Inc., a Maryland corporation (the "Company") whereby HIFSCO will act as investment manager to each series of the Company as listed on Attachment A (each a "Portfolio" and together the "Portfolios") and any future series as agreed to between HIFSCO and the Company.

WHEREAS, the Company and HIFSCO wish to enter into an agreement setting forth the services to be performed by HIFSCO for each Portfolio of the Company and the terms and conditions under which such services will be performed.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto agree as follows:

1. GENERAL PROVISION.

The Company hereby employs HIFSCO and HIFSCO hereby undertakes to act as the investment manager of the Company and to each Portfolio and to perform for the Company such other duties and functions as are hereinafter set forth and such other duties as may be necessary or appropriate in connection with its services as investment manager. HIFSCO shall, in all matters, give to the Company and its Board of Directors the benefit of its best judgment, effort, advice and recommendations and shall, at all times conform to, and use its best efforts to enable the Company to conform to (i) the provisions of the Investment Company Act of 1940 (the "Investment Company Act") and any rules or regulations thereunder, (ii) any other applicable provisions of state or federal law; (iii) the provisions of the Articles of Incorporation and By-Laws of the Company as amended from time to time; (iv) policies and determinations of the Board of Directors of the Company; (v) the fundamental policies and investment restrictions of the Company and Portfolios as reflected in the Company's registration statement under the Investment Company Act or as such policies may, from time to time, be amended by the Company's shareholders, and (vi) the Prospectus and Statement of Additional Information of the Company in effect from time to time. The appropriate officers and employees of HIFSCO shall be available upon reasonable notice for consultation with any of the Directors and officers of the Company with respect to any matters dealing with the business and affairs of the Company including the valuation of any of each Portfolios' securities which are either not registered for public sale or not being traded on any securities market.

2. INVESTMENT MANAGEMENT SERVICES

- (a) HIFSCO shall, subject to the direction and control by the Company's Board of Directors, (i) regularly provide investment advice and recommendations to each

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Portfolio with respect to its investments, investment policies and the purchase and sale of securities; (ii) supervise continuously the investment program of each Portfolio and the composition of its portfolio securities and determine what securities shall be purchased or sold by each Portfolio; and (iii) arrange, subject to the provisions of paragraph 5 hereof, for the purchase of securities and other investments for each Portfolio and the sale of securities and other investments held in each Portfolio.

- (b) HIFSCO shall provide such economic and statistical data relating to each Portfolio and such information concerning important economic, political and other developments as HIFSCO shall deem appropriate or as shall be requested by the Company's Board of Directors.

3. ADMINISTRATIVE SERVICES.

In addition to the performance of investment advisory services HIFSCO shall perform the following services in connection with the management of the Company:

- (a) assist in the supervision of all aspects of the Company's operation, including the coordination of all matters relating to the functions of the custodian, transfer agent or other shareholder servicing agents ( if any), accountants, attorneys and other parties performing services or operational functions for the Company;
- (b) provide the Company with the services of persons, who may be HIFSCO's officers or employees, competent to serve as officers of the Company and to perform such administrative and clerical functions as are necessary in order to provide effective administration for the Company, including the preparation and maintenance of required reports, books and records of the Company; and

- (c) provide the Company with adequate office space and related services necessary for its operations as contemplated in this Agreement.

4. SUB-ADVISERS AND SUB-CONTRACTORS.

HIFSCO, upon approval of the Board of Directors and shareholders where appropriate, may engage one or more investment advisers which are either registered as such or specifically exempt from registration under the Investment Advisers Act of 1940, to act as sub-advisers to provide, with respect to existing and future Portfolios of the Company, some or all of the services set forth in Sections 2 and 5 of this Agreement. In addition, HIFSCO may subcontract for any of the administrative services listed in Section 3.

5. BROKERAGE TRANSACTIONS.

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When placing orders for the purchase or sale of a Portfolio's securities, HIFSCO or any subadviser approved in accordance with Section 4 of this Agreement, shall use its best efforts to obtain the best net security price available for a Portfolio. Subject to and in accordance with any directions which the Board of Directors may issue from time to time, HIFSCO or the subadviser, if applicable, may also be authorized to effect individual securities transactions at commission rates in excess of the minimum commission rates available, if HIFSCO or the subadviser, if applicable, determines in good faith that such amount of commission is reasonable in relation to the value of the brokerage or research services provided by such broker or dealer, viewed in terms of either that particular transaction or HIFSCO's or the subadviser's overall responsibilities with respect to a Portfolio and other advisory clients. The execution of such transactions shall not be deemed to represent an unlawful act or breach of any duty created by this Agreement or otherwise. HIFSCO or the subadviser will promptly communicate to the Board of Directors such information relating to portfolio transactions as the Board may reasonably request.

6. EXPENSES.

Expenses to be paid by the Company, include, but are not limited to (i) interest and taxes; (ii) brokerage commissions; (iii) premium for fidelity and other insurance coverage requisite to the Company's operations; (iv) the fees and expenses of its non-interested directors; (v) legal, audit and fund accounting expenses; (vi) custodian and transfer agent fees and expenses; (vii) expenses incident to the redemption of its shares; (viii) fees and expenses related to the registration under federal and state securities laws of shares of the Company for public sale; (ix) expenses of printing and mailing prospectuses, reports, notices and proxy material to shareholders of the Company; (x) all other expenses incidental to holding meetings of the Company's shareholders; and (xi) such extraordinary non-recurring expenses as may arise, including litigation affecting the Company and any obligation which the Company may have to indemnify its officers and Directors with respect thereto. Any officer or employee of HIFSCO or of any entity controlling, controlled by or under common control with HIFSCO, who may also serve as officers, directors or employees of the Company shall not receive any compensation from the Company for their services.

7. COMPENSATION OF HIFSCO.

As compensation for the services rendered by HIFSCO, each Portfolio shall pay to HIFSCO as promptly as possible after the last day of each month during the term of this Agreement, a fee accrued daily and paid monthly, based upon the following annual rates and upon the calculated daily net asset value of the Portfolio:

MONEY MARKET FUND.

Net Asset Value	Annual Rate
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First \$500,000,000	0.50%
Next \$500,000,000	0.45%
Amount Over \$1 Billion	0.40%

THE BOND INCOME STRATEGY FUND.

Net Asset Value	Annual Rate
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First \$500,000,000	0.65%
Next \$500,000,000	0.55%

Amount Over \$1 Billion 0.50%

SMALL COMPANY FUND AND INTERNATIONAL OPPORTUNITIES FUND.

Net Asset Value	Annual Rate
First \$500,000,000	0.85%
Next \$500,000,000	0.75%
Amount Over \$1 Billion	0.70%

CAPITAL APPRECIATION FUND AND STOCK FUND.

Net Asset Value	Annual Rate
First \$500,000,000	0.80%
Next \$500,000,000	0.70%
Amount Over \$1 Billion	0.65%

DIVIDEND AND GROWTH FUND AND ADVISERS FUND.

Net Asset Value	Annual Rate
First \$500,000,000	0.75%
Next \$500,000,000	0.65%
Amount Over \$1 Billion	0.60%

HIFSCO, or an affiliate of HIFSCO, may agree to subsidize any of the Portfolios to any level that HIFSCO, or any such affiliate, may specify. Any such undertaking may be modified or discontinued at any time.

If it is necessary to calculate the fee for a period of time which is less than a month, then the fee shall be (i) calculated at the annual rates provided above but prorated for the number of days elapsed in the month in question as a percentage of the total number of days in such month, (ii) based upon the average of the Portfolio's daily net asset value for the period in question, and (iii) paid within a reasonable time after the close of such period.

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8. LIABILITY OF HIFSCO.

HIFSCO shall not be liable for any loss or losses sustained by reason of any investment including the purchase, holding or sale of any security, or with respect to the administration of the Company, as long as HIFSCO shall have acted in good faith and with due care; provided, however, that no provision in this Agreement shall be deemed to protect HIFSCO against any liability to the Company or its shareholders by reason of its willful misfeasance, bad faith or gross negligence in the performance of its duties or by reason of its reckless disregard of its obligations and duties under this Agreement.

9. DURATION OF AGREEMENT.

- (a) This Agreement shall be effective on March 3, 1997 and shall continue in effect through July 22, 1998. This Agreement, unless sooner terminated in accordance with 9(b) below, shall continue in effect from year to year thereafter provided that its continuance is specifically approved at least annually (1) by a vote of a majority of the members of the Board of Directors of the Company or by a vote of a majority of the outstanding voting securities of each Portfolio, and (2) in either event, by the vote of a majority of the members of the Company's Board of Directors who are not parties to this Agreement or interested persons of any such party, cast in person at a meeting called for the purpose of voting on this Agreement.
- (b) This Agreement (1) may be terminated at any time without the payment of any penalty either by a vote of a majority of the members of the Board of Directors of the Company or by a vote of a majority of the Portfolio's outstanding voting securities, on sixty days' prior written notice to HIFSCO; (2) shall immediately terminate in the event of its assignment and (3) may be terminated by HIFSCO on sixty days' prior written notice to the Portfolio, but such termination will not be effective until the Portfolio shall have contracted with one or more persons to serve as a successor investment adviser for the Portfolio and such person(s) shall have assumed such position.
- (c) As used in this Agreement, the terms "assignment", "interested person" and "vote of majority of the Company's outstanding voting securities" shall have the meanings set forth for such terms in the 1940 Act, as amended.

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- (d) Any notice under this Agreement shall be given in writing, addressed and delivered, or mailed postpaid, to the other party to this Agreement to whom such notice is to be given at such

party's current address.

10. OTHER ACTIVITIES.

Nothing in this Agreement shall limit or restrict the right of any director, officer, or employee of HIFSCO to engage in any other business or to devote his or her time and attention in part to the management or other aspects of any other business, whether of a similar nature or a dissimilar nature, nor to limit or restrict the right of HIFSCO to engage in any other business or to render services of any kind to any other corporation, firm individual or association.

11. ADDITIONAL SERIES.

The amendment of this Agreement for the sole purpose of adding one or more Portfolios shall not be deemed an amendment affecting an already existing Portfolio and requiring the approval of shareholders of that Portfolio.

12. INVALID PROVISIONS.

If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.

13. GOVERNING LAW.

To the extent that federal securities laws do not apply, this Agreement and all performance hereunder shall be governed by the laws of the State of Connecticut which apply to contracts made and to be performed in the State of Connecticut.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 3rd day of March, 1997.

HARTFORD INVESTMENT FINANCIAL  
SERVICES COMPANY

/s/ Joseph H. Gareau

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By: Joseph H. Gareau  
Title: Executive Vice President

ITT HARTFORD MUTUAL FUNDS, INC.  
on behalf of:

ITT Hartford Small Company Fund  
ITT Hartford Capital Appreciation Fund  
ITT Hartford International Opportunities Fund  
ITT Hartford Dividend and Growth Fund  
ITT Hartford Stock Fund  
ITT Hartford Advisers Fund  
ITT Hartford Bond Income Strategy Fund  
ITT Hartford Money Market Fund

/s/ Andrew W. Kohnke

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By: Andrew W. Kohnke  
Title: Vice President

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ATTACHMENT A

The following series of the ITT Hartford Mutual Funds, Inc. are made a part of this agreement:

ITT Hartford Small Company Fund  
ITT Hartford Capital Appreciation Fund  
ITT Hartford International Opportunities Fund  
ITT Hartford Dividend and Growth Fund  
ITT Hartford Stock Fund  
ITT Hartford Advisers Fund  
ITT Hartford Bond Income Strategy Fund  
ITT Hartford Money Market Fund

Dated: March 3, 1997

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EXHIBIT 99.d(v)

AMENDMENT NUMBER 4 TO  
 INVESTMENT MANAGEMENT AGREEMENT

Pursuant to the Investment Management Agreement between Hartford Investment Financial Services Company ("HIFSCO") and The Hartford Mutual Funds, Inc. (formerly known as ITT Hartford Mutual Funds, Inc.) dated March 3, 1997, as amended (the "Agreement"), The Hartford Global Health Fund and The Hartford Global Technology Fund are hereby included in the definition of Portfolio. All provisions in the Agreement shall apply to the management of The Hartford Global Health Fund and The Hartford Global Technology Fund except as stated below.

The advisory fee for the two new portfolios shall be accrued daily and paid monthly, based upon the following annual rates and upon the calculated daily net asset value of the Fund:

<TABLE> <CAPTION>		
	Net Asset Value	Annual Rate
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<S>		<C>
	First \$500,000,000	1.00%
	Next \$500,000,000	.95%
	Amount Over \$1 Billion	.90%
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This amended Agreement is effective for a period of two years from the date hereof and shall continue in effect thereafter in accordance with the provisions of Section 9 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed on the 27th day of April, 2000.

HARTFORD INVESTMENT FINANCIAL SERVICES COMPANY

By: /s/ Andrew W. Kohnke

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 Andrew W. Kohnke  
 Senior Vice President, Investments

THE HARTFORD MUTUAL FUNDS, INC.  
 on behalf of:  
 The Hartford Global Health Fund  
 The Hartford Global Technology Fund

By: /s/ David M. Znamierowski

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 David M. Znamierowski  
 President

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EXHIBIT 99.d(viii)

AMENDMENT NUMBER 7 TO  
 INVESTMENT MANAGEMENT AGREEMENT

Pursuant to the Investment Management Agreement between Hartford Investment Financial Services, LLC (formerly known as Hartford Investment Financial Services Company) ("HIFSCO") and The Hartford Mutual Funds, Inc. (formerly known as ITT Hartford Mutual Funds, Inc.) dated March 3, 1997, as amended (the "Agreement"), The Hartford Income Fund, The Hartford Inflation Plus Fund, The Hartford Short Duration Fund, The Hartford Tax-Free California Fund and The Hartford Tax-Free New York Fund are hereby included in the definition of Portfolio. All provisions in the Agreement shall apply to the management of The Hartford Income Fund, The Hartford Inflation Plus Fund, The Hartford Short Duration Fund, The Hartford Tax-Free California Fund and The Hartford Tax-Free New York Fund except as stated below.

The advisory fee for the five new portfolios shall be accrued daily and paid monthly, based upon the following annual rates and upon the calculated daily net asset value of the Fund:

The Hartford Income Fund and The Hartford Inflation Plus Fund

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Net Asset Value	Annual Rate
-----	-----
<S>	<C>
First \$500 million	0.60%
Amount over \$500 million	0.55%

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The Hartford Short Duration Fund, The Hartford Tax-Free California Fund and The Hartford Tax-Free New York Fund

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Net Asset Value	Annual Rate
-----	-----
<S>	<C>
First \$500 million	0.55%
Amount over \$500 million	0.50%

</TABLE>

This amended Agreement is effective for a period of two years from the date hereof and shall continue in effect thereafter in accordance with the provisions of Section 9 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed on the 31st day of October, 2002.

HARTFORD INVESTMENT FINANCIAL

THE HARTFORD MUTUAL FUNDS,

SERVICES, LLC

By: /s/ David M. Znamierowski

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David M. Znamierowski  
Senior Vice President, Investments

INC.

on behalf of:

The Hartford Income Fund  
The Hartford Inflation Plus Fund  
The Hartford Short Duration Fund  
The Hartford Tax-Free California Fund  
The Hartford Tax-Free New York Fund

By: /s/ David M. Znamierowski

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David M. Znamierowski  
President

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AMENDMENT NUMBER 9 TO  
INVESTMENT MANAGEMENT AGREEMENT

Pursuant to the Investment Management Agreement between HARTFORD INVESTMENT FINANCIAL SERVICES, LLC (formerly known as Hartford Investment Financial Services Company) ("HIFSCO") and THE HARTFORD MUTUAL FUNDS, INC. (formerly known as ITT Hartford Mutual Funds, Inc.) dated March 3, 1997, as amended (the "Agreement"), the following new series (the "Series") are hereby included in the definition of "Portfolio":

- The Hartford Aggressive Growth Allocation Fund
- The Hartford Balanced Allocation Fund
- The Hartford Conservative Allocation Fund
- The Hartford Growth Allocation Fund
- The Hartford Income Allocation Fund

All provisions in the Agreement shall apply to the management of the Series except as follows:

Advisory fees for the Series shall be accrued daily and paid monthly, based upon the following annual rates and upon the calculated daily net asset value of the Series:

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	Annual Rate -----
<S>	<C>
The Hartford Aggressive Growth Allocation Fund	0.20%
The Hartford Balanced Allocation Fund	0.20%
The Hartford Conservative Allocation Fund	0.20%
The Hartford Growth Allocation Fund	0.20%
The Hartford Income Allocation Fund	0.20%
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This amended Agreement is effective for a period of two years from the date hereof and shall continue in effect thereafter in accordance with the provisions of Section 9 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed on the 26 day of May 2004.

HARTFORD INVESTMENT  
FINANCIAL SERVICES, LLC

THE HARTFORD MUTUAL FUNDS,  
INC.

By: /s/ David M. Znamierowski  
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David M. Znamierowski  
Senior Vice President

By: /s/ David M. Znamierowski  
-----  
David M. Znamierowski  
President

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EX-99.BD.(I) 3 a09-31922\_1ex99dbddi.htm EX-99.BD.(I)

Exhibit 99.Bd.(i)

**EXHIBIT D.(I)****INVESTMENT MANAGEMENT AGREEMENT**

This Agreement is made by and between Hartford Investment Financial Services, LLC a Delaware limited liability company (the "Adviser"), and The Hartford Mutual Funds, Inc. a corporation organized under the laws of the State of Maryland (the "Company"), on its own behalf and on behalf of each of its series listed on Schedule A hereto, as it may be amended from time to time (each, a "Portfolio" and, collectively, the "Portfolios").

WHEREAS, the Adviser has agreed to furnish investment advisory services to the Company, an open-end management investment company registered under the Investment Company Act of 1940, as amended (the "1940 Act") and each Portfolio; and

WHEREAS, the Company and the Adviser wish to enter into this Agreement setting forth the investment advisory services to be performed by the Adviser for the Company and each Portfolio, and the terms and conditions under which such services will be performed; and

WHEREAS, this Agreement has been approved in accordance with the provisions of the 1940 Act, and HIFSCO is willing to furnish such services upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto agree as follows:

1. **General Provision**

The Company hereby employs the Adviser and the Adviser hereby undertakes to act as the investment manager of the Company and to each Portfolio and to perform for the Company such other duties and functions as are hereinafter set forth and such other duties as may be necessary or appropriate in connection with its services as investment manager. The Adviser shall, in all matters, give to the Company and its Board of Directors the benefit of its best judgment, effort, advice and recommendations and shall at all times conform to, and use its best efforts to enable the Company to conform to (i) the provisions of the 1940 Act and any rules or regulations thereunder, (ii) any other applicable provisions of state or federal law; (iii) the provisions of the Articles of Incorporation and By-Laws of the Company as amended from time to time; (iv) the policies and determinations of the Board of Directors of the Company; (v) the fundamental policies and investment restrictions of the Company and Portfolios as reflected in the Company's registration statement under the 1940 Act or as such policies may, from time to time, be amended by the Company's shareholders, and (vi) the Prospectus and Statement of Additional Information of the Company in effect from time to time. The appropriate officers and employees of the Adviser shall be available upon reasonable notice for consultation with any of the Directors and officers of the Company with respect to any matters dealing with the business and affairs of the Company including the valuation of any of each Portfolios' securities that are either not registered for public sale or not being traded on any securities market.

2. Investment Management Services

(a) Subject to the direction and control by the Company's Board of Directors, the Adviser shall, or shall cause an affiliate to: (i) regularly provide investment advice and recommendations to each Portfolio with respect to its investments, investment policies and the purchase and sale of securities; (ii) supervise continuously the investment program of each Portfolio and the composition and performance of its portfolio securities and determine what securities shall be purchased or sold by each Portfolio; and (iii) arrange, subject to the provisions of Section 4 hereof, for the purchase of securities and other investments for each Portfolio and the sale of securities and other investments held in each Portfolio.

(b) The Adviser shall provide, or shall cause an affiliate to provide, such economic and statistical data relating to each Portfolio and such information concerning important economic, political and other developments as the Adviser shall deem appropriate or as shall be requested by the Company's Board of Directors.

3. Administrative Services

In addition to the performance of investment advisory services, the Adviser shall perform, or shall cause an affiliate to perform, the following services in connection with the management of the Company:

(a) assist in the supervision of all aspects of the Company's operation, including the coordination of all matters relating to the functions of the custodian, transfer agent or other shareholder servicing agents (if any), accountants, attorneys and other parties performing services or operational functions for the Company;

(b) provide the Company with the services of persons, who may be the Adviser's officers or employees, competent to serve as officers of the Company and to perform such administrative and clerical functions as are necessary in order to provide effective administration for the Company, including the preparation and maintenance of required reports, books and records of the Company; and

(c) provide the Company with adequate office space and related services necessary for its operations as contemplated in this Agreement.

(d) provide such other services as the parties hereto may agree upon from time to time.

4. Sub-Advisers and Sub-Contractors

The Adviser, upon approval of the Board of Directors, may engage one or more investment advisers that are registered as such under the Investment Advisers Act of 1940, as amended, to act as sub-adviser with respect to existing and future Portfolios of the Company. Such sub-adviser or sub-advisers shall assume such responsibilities and obligations of the Adviser pursuant to this Investment Management Agreement as shall be delegated to the sub-adviser or sub-advisers, and the Adviser will supervise and oversee the activities of any such sub-adviser or sub-advisers. In addition, the Adviser may subcontract for any of the administrative services set forth in Section 3 above.

5. Brokerage Transactions

When placing orders for the purchase or sale of a Portfolio's securities, the Adviser or any sub-adviser appointed by the Adviser shall use its best efforts to obtain the best net security price available for a Portfolio. Subject to and in accordance with any directions that the Board of Directors may issue from time to time the Adviser or the sub-adviser, if applicable, may also be authorized to effect individual securities transactions at commission rates in excess of the minimum commission rates available, if the Adviser or the sub-adviser, if applicable, determines in good faith that such amount of commission is reasonable in relation to the value of the brokerage or research services provided by such broker or dealer, viewed in terms of either that particular transaction or the Adviser's or the sub-adviser's overall responsibilities with respect to a Portfolio and other advisory clients. The execution of such transactions shall not be deemed to represent an unlawful act or breach of any duty created by this Agreement or otherwise. The Adviser or the sub-adviser will promptly communicate to the Board of Directors such information relating to portfolio transactions as the Board may reasonably request.

6. Expenses

Expenses to be paid by the Company, include, but are not limited to (i) interest and taxes; (ii) brokerage commissions; (iii) premiums for fidelity and other insurance coverage requisite to the Company's operations; (iv) the fees and expenses of its non-interested directors; (v) legal, audit and fund accounting expenses; (vi) custodian and transfer agent fees and expenses; (vii) expenses incident to the redemption of its shares; (viii) fees and expenses related to the registration under federal and state securities laws of shares of the Company for public sale; (ix) expenses of printing and mailing prospectuses, reports, notices and proxy material to shareholders of the Company; (x) all other expenses incidental to holding meetings of the Company's shareholders; and (xi) such extraordinary non-recurring expenses as may arise, including litigation affecting the Company and any obligation which the Company may have to indemnify its officers and Directors with respect thereto. Any officer or employee of the Adviser or of any entity controlling, controlled by or under common control with the Adviser, who may also serve as officers, directors or employees of the Company shall not receive any compensation from the Company for their services.

7. Compensation of the Adviser

As compensation for the services rendered by the Adviser, each Portfolio shall pay to the Adviser as promptly as possible after the last day of each month during the term of this Agreement, a fee accrued daily and paid monthly, as set forth in Schedule B to this Agreement, as it may be amended from time to time:

The Adviser, or an affiliate of the Adviser, may agree to subsidize any of the Portfolios to any level that the Adviser, or any such affiliate, may specify. Any such undertaking may be modified or discontinued at any time except to the extent the Adviser explicitly agrees to maintain such undertaking for a specified period.

If it is necessary to calculate the fee for a period of time that is less than a month, then the fee shall be (i) calculated at the annual rates provided in Schedule B but prorated for the number of days elapsed in the month in question as a percentage of the total number of days in such month, (ii) based upon the average of the Portfolio's daily net asset value for the period in question, and (iii) paid within a reasonable time after the close of such period.

8. Liability of the Adviser

(a) The Adviser shall not be liable for any loss or losses sustained by reason of any investment including the purchase, holding or sale of any security, or with respect to the administration of the Company, as long as the Adviser shall have acted in good faith and with due care; provided, however, that no provision in this Agreement shall be deemed to protect the Adviser against any liability to the Company or its shareholders by reason of its willful misfeasance, bad faith or gross negligence (or, alternatively, in respect of any Portfolio for which the sub-adviser at the time of such loss is Hartford Investment Management Company, its negligence) in the performance of its duties or by reason of its reckless disregard of its obligations and duties under this Agreement.

(b) The rights of exculpation and indemnification are not to be construed so as to provide for exculpation or indemnification provided under 8(a) of any person for any liability (including liability under U.S. federal securities laws that, under certain circumstances, impose liability even on persons that act in good faith) to the extent (but only to the extent) that exculpation or indemnification would be in violation of applicable law, but will be construed so as to effectuate the applicable provisions of this section to the maximum extent permitted by applicable law.

9. Duration of Agreement

(a) This Agreement shall be effective on November 1, 2009. This Agreement, unless sooner terminated in accordance with 9(b) below, shall continue in effect from year to year thereafter provided that its continuance is specifically approved at least annually (1) by a vote of a majority of the members of the Board of Directors of the Company or by a vote of a majority of the outstanding voting securities of each Portfolio, and (2) in either event, by the vote of a majority of the members of the Company's Board of Directors who are not parties to this Agreement or interested persons of any such party, cast in person at a meeting called for the purpose of voting on this Agreement.

(b) This Agreement (1) may be terminated at any time without the payment of any penalty either by a vote of a majority of the members of the Board of Directors of the Company or by a vote of a majority of the Portfolio's outstanding voting securities, on sixty days' prior written notice to the Adviser; (2) shall immediately terminate in the event of its assignment and (3) may be terminated by the Adviser on sixty days' prior written notice to the Portfolio, but such termination will not be effective until the Portfolio shall have contracted with one or more persons to serve as a successor investment adviser for the Portfolio and such person(s) shall have assumed such position.

(c) As used in this Agreement, the terms "assignment", "interested person" and "vote of majority of the Company's outstanding voting securities" shall have the meanings set forth for such terms in the 1940 Act, as amended.

(d) Any notice under this Agreement shall be given in writing, addressed and delivered, or mailed postpaid, to the other party to this Agreement to whom such notice is to be given at such party's current address.

10. Other Activities

Nothing in this Agreement shall limit or restrict the right of any director, officer, or employee of the Adviser to engage in any other business or to devote his or her time and attention in part to the management or other aspects of any other business, whether of a similar nature or a dissimilar nature, nor to limit or restrict the right of the Adviser to engage in any other business or to render services of any kind to any other corporation, firm individual or association.

11. Additional Series

The amendment of Schedule A to this Agreement for the sole purpose of adding one or more Portfolios shall not be deemed an amendment of this Agreement or an amendment affecting an already existing Portfolio and requiring the approval of shareholders of that Portfolio.

12. Invalid Provisions

If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.

13. Governing Law

To the extent that federal securities laws do not apply, this Agreement and all performance hereunder shall be governed by the laws of the State of Connecticut, which apply to contracts made and to be performed in the State of Connecticut.

14. Amendments

No provision of this Agreement may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought, and no amendment of this Agreement will be effective until approved in a manner consistent with the 1940 Act and rules and regulations under the 1940 Act and any applicable Securities and Exchange Commission exemptive order from such rules and regulations. Any such instrument signed by a Portfolio must be (a) approved by the vote of a majority of the Directors who are not parties to this Agreement or "interested persons" of any party to this Agreement, cast in person at a meeting called for the purpose of voting on such approval, and (b) by the vote of a majority of the Directors of the Company, or by the vote of a majority of the outstanding voting securities of the Portfolio. The amendment of Schedule A and/or Schedule B to this Agreement for the sole purpose of (i) adding or deleting one or more Portfolios or (ii) making other non-material changes to the information included in the Schedule shall not be deemed an amendment of this Agreement.

15. Entire Agreement

This Agreement, including the schedules hereto, constitutes the entire understanding between the parties pertaining to the subject matter hereof and supersedes any prior agreement between the parties on this subject matter.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 1st day of November, 2009.

Hartford Investment Financial Services, LLC

/s/Robert Arena

By: Robert Arena

Title: President

The Hartford Mutual Funds, Inc.

on behalf of each of its series listed on Attachment A

/s/Robert Arena

By: Robert Arena

Title: President



**Schedule A**

**List of Portfolios**

HARTFORD MUTUAL FUNDS, INC.

ON BEHALF OF:

- The Hartford Advisers Fund
- The Hartford Balanced Allocation Fund
- The Hartford Balanced Income Fund
- The Hartford Capital Appreciation Fund
- The Hartford Capital Appreciation II Fund
- The Hartford Checks and Balances Fund
- The Hartford Conservative Allocation Fund
- The Hartford Disciplined Equity Fund
- The Hartford Diversified International Fund
- The Hartford Dividend and Growth Fund
- The Hartford Equity Growth Allocation Fund
- The Hartford Equity Income Fund
- The Hartford Floating Rate Fund
- The Hartford Fundamental Growth Fund
- The Hartford Global Enhanced Dividend Fund
- The Hartford Global Equity Fund
- The Hartford Global Growth Fund
- The Hartford Global Health Fund
- The Hartford Growth Allocation Fund
- The Hartford High Yield Fund
- The Hartford High Yield Municipal Bond Fund
- The Hartford Income Fund
- The Hartford Inflation Plus Fund
- The Hartford International Growth Fund
- The Hartford International Opportunities Fund
- The Hartford International Small Company Fund
- The Hartford MidCap Fund
- The Hartford MidCap Growth Fund
- The Hartford MidCap Value Fund
- The Hartford Money Market Fund
- The Hartford Select MidCap Value Fund
- The Hartford Select SmallCap Value Fund
- The Hartford Short Duration Fund
- The Hartford Small Company Fund
- The Hartford Strategic Income Fund
- The Hartford Target Retirement 2010 Fund
- The Hartford Target Retirement 2015 Fund
- The Hartford Target Retirement 2020 Fund
- The Hartford Target Retirement 2025 Fund
- The Hartford Target Retirement 2030 Fund
- The Hartford Target Retirement 2035 Fund

The Hartford Target Retirement 2040 Fund  
The Hartford Target Retirement 2045 Fund  
The Hartford Target Retirement 2050 Fund  
The Hartford Total Return Bond Fund  
The Hartford Value Fund

**Schedule B****Fees**

As compensation for the services rendered by the Adviser, each Portfolio shall pay to the Adviser as promptly as possible after the last day of each month during the term of this Agreement, a fee accrued daily and paid monthly based upon the following annual rates calculated based on the average daily net asset value of the applicable Portfolio:

**Advisers Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.6900%
Next \$500 million	0.6250%
Next \$4 billion	0.5750%
Next \$5 billion	0.5725%
Amount Over \$10 billion	0.5700%

**Balanced Income Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$250 million	0.7250%
Next \$250 million	0.7000%
Next \$500 million	0.6750%
Next \$4 billion	0.6500%
Next \$5 billion	0.6475%
Amount Over \$10 billion	0.6450%

**Capital Appreciation Fund and Value Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.8000%
Next \$500 million	0.7000%
Next \$4 billion	0.6500%
Next \$5 billion	0.6475%
Amount Over \$10 billion	0.6450%

**Capital Appreciation II Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$250 million	1.0000%
Next \$250 million	0.9500%
Next \$500 million	0.9000%
Next \$4 billion	0.8500%
Next \$5 billion	0.8475%
Amount Over \$10 billion	0.8450%

**Checks and Balances Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
	None

**Disciplined Equity Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.7500%
Next \$500 million	0.6750%
Next \$4 million	0.6250%
Next \$5 million	0.6225%
Amount Over \$10 billion	0.6200%

**Diversified International Fund and Select SmallCap Value Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	1.0000%
Next \$500 million	0.9500%
Next \$4 billion	0.9000%
Next \$5 billion	0.8975%
Amount Over \$10 billion	0.8950%

**Dividend and Growth Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.7500%
Next \$500 million	0.6500%
Next \$4 billion	0.6000%
Next \$5 billion	0.5975%
Amount Over \$10 billion	0.5950%

**Equity Income Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.7500%
Next \$500 million	0.7000%
Next \$4 billion	0.6500%
Next \$5 billion	0.6475%
Amount Over \$10 billion	0.6450%

**Floating Rate Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.6500%
Next \$4.5 billion	0.6000%
Next \$5 billion	0.5800%
Amount Over \$10 billion	0.5700%

**Fundamental Growth Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.8500%
Next \$500 million	0.8000%
Next \$4 billion	0.7500%
Next \$5 billion	0.7475%
Amount Over \$10 billion	0.7450%

**Global Enhanced Dividend Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	1.0000%
Next \$500 million	0.9500%
Next \$4 billion	0.9000%
Next \$5 billion	0.8800%
Amount Over \$10 billion	0.8700%

**Global Equity Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.9500%
Next \$500 million	0.9000%
Next \$4 billion	0.8500%
Next \$5 billion	0.8475%
Amount Over \$10 billion	0.8450%

**Global Growth Fund, International Opportunities Fund and MidCap Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.8500%
Next \$500 million	0.7500%
Next \$4 billion	0.7000%
Next \$5 billion	0.6975%
Amount Over \$10 billion	0.6950%

**Global Health Fund, International Growth Fund and International Small Company Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.9000%
Next \$500 million	0.8500%
Next \$4 billion	0.8000%
Next \$5 billion	0.7975%
Amount Over \$10 billion	0.7950%

**High Yield Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.7000%
Next \$500 million	0.6500%
Next \$4 billion	0.6000%
Next \$5 billion	0.5800%
Amount Over \$10 billion	0.5700%

**High Yield Municipal Bond Fund and Strategic Income Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.5500%
Next \$500 million	0.5000%
Next \$4 billion	0.4750%
Next \$5 billion	0.4550%
Amount Over \$10 billion	0.4450%

**Income Fund and Inflation Plus Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.5500%
Next \$4.5 billion	0.5000%
Next \$5 billion	0.4800%
Amount Over \$10 billion	0.4700%

**MidCap Growth Fund and Select MidCap Value Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.7500%
Next \$500 million	0.7000%
Next \$4 billion	0.6500%
Next \$5 billion	0.6300%
Amount Over \$10 billion	0.6200%

**MidCap Value Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.8000%
Next \$500 million	0.7250%
Next \$4 billion	0.6750%
Next \$5 billion	0.6725%
Amount Over \$10 billion	0.6700%

**Money Market Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$1 billion	0.4500%
Next \$4 billion	0.4000%
Next \$5 billion	0.3800%
Amount Over \$10 billion	0.3700%

**Short Duration Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.4500%
Next \$4.5 billion	0.4000%
Next \$5 billion	0.3800%
Amount Over \$10 billion	0.3700%

**Small Company Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$250 million	0.8500%
Next \$250 million	0.8000%
Next \$500 million	0.7500%
Next \$500 million	0.7000%
Next \$3.5 billion	0.6500%
Next \$5 billion	0.6300%
Amount Over \$10 billion	0.6200%

**Total Return Bond Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.5500%
Next \$500 million	0.5250%
Next \$4 billion	0.5000%
Next \$5 billion	0.4800%
Amount Over \$10 billion	0.4700%

**Balanced Allocation Fund, Conservative Allocation Fund, Equity Growth Allocation Fund, Growth Allocation Fund, Target Retirement 2010 Fund, Target Retirement 2015 Fund, Target Retirement 2020 Fund, Target**

**Retirement 2025 Fund, Target Retirement 2030 Fund, Target Retirement 2035 Fund, Target Retirement 2040 Fund, Target Retirement 2045 Fund and Target Retirement 2050 Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.1500%
Next \$4.5 billion	0.1000%
Next \$5 billion	0.0800%
Amount Over \$10 billion	0.0700%

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# EXHIBIT 2

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EXHIBIT(d)

#### INVESTMENT MANAGEMENT AGREEMENT

This Agreement is made by and between Hartford Investment Financial Services, LLC, a Delaware limited liability company ("HIFSCO") and Hartford-Fortis Series Fund, Inc., a Maryland corporation (the "Company"), whereby HIFSCO will act as investment manager to each series of the Company listed on Attachment A (each a "Portfolio" and together the "Portfolios") and any future series as agreed to between HIFSCO and the Company.

WHEREAS, the Company and HIFSCO wish to enter into an agreement setting forth the services to be performed by HIFSCO for each Portfolio of the Company and the terms and conditions under which such services will be performed.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto agree as follows:

1. GENERAL PROVISION.

The Company hereby employs HIFSCO and HIFSCO hereby undertakes to act as the investment manager of the Company and to each Portfolio and to perform for the Company such other duties and functions as are hereinafter set forth and such other duties as may be necessary or appropriate in connection with its services as investment manager. HIFSCO shall, in all matters, give to the Company and its Board of Directors the benefit of its best judgment, effort, advice and recommendations and shall, at all times conform to, and use its best efforts to enable the Company to conform to (i) the provisions of the Investment Company Act of 1940 (the "Investment Company Act") and any rules or regulations thereunder, (ii) any other applicable provisions of state or federal law; (iii) the provisions of the Articles of Incorporation and By-Laws of the Company as amended from time to time; (iv) policies and determinations of the Board of Directors of the Company; (v) the fundamental policies and investment restrictions of the Company and Portfolios as reflected in the Company's registration statement under the Investment Company Act or as such policies may, from time to time, be amended by the Company's shareholders, and (vi) the Prospectus and Statement of Additional Information of the Company in effect from time to time. The appropriate officers and employees of HIFSCO shall be available upon reasonable notice for consultation with any of the Directors and officers of the Company with respect to any matters dealing with the business and affairs of the Company including the valuation of any of each Portfolios' securities which are either not registered for public sale or not being traded on any securities market.

2. INVESTMENT MANAGEMENT SERVICES.

- (a) HIFSCO shall, subject to the direction and control by the Company's Board of Directors, (i) regularly provide investment advice and

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recommendations to each Portfolio with respect to its investments, investment policies and the purchase and sale of securities; (ii) supervise continuously the investment program of each Portfolio and the composition of its portfolio securities and determine what securities shall be purchased or sold by each Portfolio; and (iii) arrange, subject to the provisions of paragraph 5 hereof, for the purchase of securities and other investments for each Portfolio and the sale of securities and other investments held in each Portfolio.

- (b) HIFSCO shall provide such economic and statistical data relating to each Portfolio and such information concerning important economic, political and other developments as HIFSCO shall deem appropriate or as shall be requested by the Company's Board of Directors.

### 3. ADMINISTRATIVE SERVICES.

In addition to the performance of investment advisory services HIFSCO shall perform the following services in connection with the management of the Company:

- (a) assist in the supervision of all aspects of the Company's operation, including the coordination of all matters relating to the functions of the custodian, transfer agent or other shareholder servicing agents (if any), accountants, attorneys and other parties performing services or operational functions for the Company;
- (b) provide the Company with the services of persons, who may be HIFSCO's officers or employees, competent to serve as officers of the Company and to perform such administrative and clerical functions as are necessary in order to provide effective administration for the Company, including the preparation and maintenance of required reports, books and records of the Company; and
- (c) provide the Company with adequate office space and related services necessary for its operations as contemplated in this Agreement.

### 4. SUB-ADVISERS AND SUB-CONTRACTORS.

HIFSCO, upon approval of the Board of Directors and shareholders where appropriate, may engage one or more investment advisers which are either registered as such or specifically exempt from registration under the Investment Advisers Act of 1940, to act as sub-advisers to provide, with respect to existing and future Portfolios of the Company, some or all of the services set forth in Sections 2 and 5 of this Agreement. In addition, HIFSCO may subcontract for any of the administrative services listed in Section 3.

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### 5. BROKERAGE TRANSACTIONS.

When placing orders for the purchase or sale of a Portfolio's securities, HIFSCO or any subadviser approved in accordance with Section 4 of this Agreement, shall use its best efforts to obtain the best net security price available for a Portfolio. Subject to and in accordance with any directions which the Board of Directors may issue from time to time, HIFSCO or the subadviser, if applicable, may also be authorized to effect individual securities transactions at commission rates in excess of the minimum commission rates available, if HIFSCO or the subadviser, if applicable, determines in good faith that such amount of commission is reasonable in relation to the value of the brokerage or research services provided by such broker or dealer, viewed in terms of either that particular transaction or HIFSCO's or the subadviser's overall responsibilities with respect to a Portfolio and other advisory clients. The execution of such transactions shall not be deemed to represent an unlawful act or breach of any duty created by this Agreement or otherwise. HIFSCO or the subadviser will promptly communicate to the Board of Directors such information relating to portfolio transactions as the Board may reasonably request.

6. EXPENSES.

Expenses to be paid by the Company, include, but are not limited to (i) interest and taxes; (ii) brokerage commissions; (iii) premium for fidelity and other insurance coverage requisite to the Company's operations; (iv) the fees and expenses of its non-interested directors; (v) legal, audit and fund accounting expenses; (vi) custodian fees and expenses; (vii) expenses incident to the redemption of its shares; (viii) fees and expenses related to the registration under federal and state securities laws of shares of the Company for public sale; (ix) expenses of printing and mailing prospectuses, reports, notices and proxy material to shareholders of the Company; (x) all other expenses incidental to holding meetings of the Company's shareholders; and (xi) such extraordinary non-recurring expenses as may arise, including litigation affecting the Company and any obligation which the Company may have to indemnify its officers and Directors with respect thereto. Any officer or employee of HIFSCO or of any entity controlling, controlled by or under common control with HIFSCO, who may also serve as officers, directors or employees of the Company shall not receive any compensation from the Company for their services.

7. COMPENSATION OF HIFSCO.

As compensation for the services rendered by HIFSCO, each Portfolio shall pay to HIFSCO as promptly as possible after the last day of each month during the term of this Agreement, a fee accrued daily and paid monthly, based upon the following annual rates and upon the calculated daily net asset value of the Portfolio:

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The Hartford Tax-Free National Fund

<Table>

<Caption>

Net Asset Value	Annual Rate
-----	-----
<S>	<C>
First \$50,000,000	0.80%
Next \$50,000,000	0.70%

&lt;/Table&gt;

The Hartford Tax-Free Minnesota Fund

<Table>  
<Caption>

Net Asset Value	Annual Rate
-----	-----
<S>	<C>
First \$50,000,000	0.72%
Next \$50,000,000	0.70%

&lt;/Table&gt;

The Hartford U.S. Government Securities Fund

<Table>  
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Net Asset Value	Annual Rate
-----	-----
<S>	<C>
First \$50,000,000	0.80%
Next \$50,000,000	0.70%

&lt;/Table&gt;

The Hartford Growth Fund  
The Hartford Growth Opportunities Fund  
The Hartford SmallCap Growth Fund  
The Hartford Value Opportunities Fund

<Table>  
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Net Asset Value	Annual Rate
-----	-----
<S>	<C>
First \$100,000,000	1.00%
Next \$150,000,000	0.80%
Over \$250,000,000	0.70%

&lt;/Table&gt;

HIFSCO, or an affiliate of HIFSCO, may agree to subsidize any of the Portfolios to any level that HIFSCO, or any such affiliate, may specify. Any such undertaking may be modified or discontinued at any time.

If it is necessary to calculate the fee for a period of time which is less than a month, then the fee shall be (i) calculated at the annual rates provided above but prorated for the number of days elapsed in the month in question as a percentage of the total number of days in such month, (ii) based upon the average of the Portfolio's daily net asset value for the period in question, and (iii) paid within a reasonable time after the close of such period.

## 8. LIABILITY OF HIFSCO.

HIFSCO shall not be liable for any loss or losses sustained by reason of any investment including the purchase, holding or sale of any security, or with respect to the administration of the Company, as long as HIFSCO shall have acted in good faith and with due care; provided, however, that no provision in this Agreement shall be deemed to protect HIFSCO against any liability to the Company or its shareholders by reason of its willful misfeasance, bad faith or gross negligence (or, alternatively, in respect of any Portfolio for which the sub-adviser at the time of such loss is The Hartford Investment Management Company, its negligence) in the performance of its duties or by reason of its reckless disregard of its obligations and duties under this Agreement.

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## 9. DURATION OF AGREEMENT.

- (a) This Agreement shall be effective on February 19, 2002 and shall continue in effect through February 18, 2004. This Agreement, unless sooner terminated in accordance with 9(b) below, shall continue in effect from year to year thereafter provided that its continuance is specifically approved at least annually (1) by a vote of a majority of the members of the Board of Directors of the Company or by a vote of a majority of the outstanding voting securities of each Portfolio, and (2) in either event, by the vote of a majority of the members of the Company's Board of Directors who are not parties to this Agreement or interested persons of any such party, cast in person at a meeting called for the purpose of voting on this Agreement.
- (b) This Agreement (1) may be terminated at any time without the payment of any penalty either by a vote of a majority of the members of the Board of Directors of the Company or by a vote of a majority of the Portfolio's outstanding voting securities, on sixty days' prior written notice to HIFSCO; (2) shall immediately terminate in the event of its assignment and (3) may be terminated by HIFSCO on sixty days' prior written notice to the Portfolio, but such termination will not be effective until the Portfolio shall have contracted with one or more persons to serve as a successor investment adviser for the Portfolio and such person(s) shall have assumed such position.
- (c) As used in this Agreement, the terms "assignment", "interested person" and "vote of majority of the Company's outstanding voting securities" shall have the meanings set forth for such terms in the 1940 Act, as amended.
- (d) Any notice under this Agreement shall be given in writing, addressed and delivered, or mailed postpaid, to the other party to this Agreement to whom such notice is to be given at such party's current address.

## 10. OTHER ACTIVITIES.

Nothing in this Agreement shall limit or restrict the right of any

director, officer, or employee of HIFSCO to engage in any other business or to devote his or her time and attention in part to the management or other aspects of any other business, whether of a similar nature or a dissimilar nature, nor to limit or restrict the right of HIFSCO to engage in any other business or to render services of any kind to any other corporation, firm individual or association.

11. ADDITIONAL SERIES.

The amendment of this Agreement for the sole purpose of adding one or more Portfolios shall not be deemed an amendment affecting an already existing Portfolio and requiring the approval of shareholders of that Portfolio.

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12. INVALID PROVISIONS.

If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.

13. GOVERNING LAW.

To the extent that federal securities laws do not apply, this Agreement and all performance hereunder shall be governed by the laws of the State of Connecticut which apply to contracts made and to be performed in the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 19th day of February 2002.

HARTFORD INVESTMENT FINANCIAL  
SERVICES, LLC

/s/ David M. Znamierowski

-----  
By: David M. Znamierowski  
Title: Senior Vice President

HARTFORD-Fortis SERIES Fund,  
Inc., on behalf of its series listed on  
Attachment A

/s/ David M. Znamierowski

-----  
By: David M. Znamierowski  
Title: President

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ATTACHMENT A

HARTFORD-FORTIS SERIES FUND, INC.

The following series of Hartford-Fortis Series Fund, Inc. are made a part of this Agreement:

The Hartford SmallCap Growth Fund  
The Hartford Growth Opportunities Fund  
The Hartford Value Opportunities Fund  
The Hartford Growth Fund  
The Hartford Tax-Free Minnesota Fund  
The Hartford Tax-Free National Fund  
The Hartford U.S. Government Securities Fund

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EX-99.B.D.(I) 3 a10-3582\_1ex99dbdddi.htm EX-99.99.D.(I)

Exhibit 99.B.d.(i)

**INVESTMENT MANAGEMENT AGREEMENT**

This Agreement is made by and between Hartford Investment Financial Services, LLC a Delaware limited liability company (the "Adviser"), and The Hartford Mutual Funds II, Inc. a corporation organized under the laws of the State of Maryland (the "Company"), on its own behalf and on behalf of each of its series listed on Schedule A hereto, as it may be amended from time to time (each, a "Portfolio" and, collectively, the "Portfolios").

WHEREAS, the Adviser has agreed to furnish investment advisory services to the Company, an open-end management investment company registered under the Investment Company Act of 1940, as amended (the "1940 Act") and each Portfolio; and

WHEREAS, the Company and the Adviser wish to enter into this Agreement setting forth the investment advisory services to be performed by the Adviser for the Company and each Portfolio, and the terms and conditions under which such services will be performed; and

WHEREAS, this Agreement has been approved in accordance with the provisions of the 1940 Act, and HIFSCO is willing to furnish such services upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the promises and the mutual agreements herein contained, the parties hereto agree as follows:

1. **General Provision**

The Company hereby employs the Adviser and the Adviser hereby undertakes to act as the investment manager of the Company and to each Portfolio and to perform for the Company such other duties and functions as are hereinafter set forth and such other duties as may be necessary or appropriate in connection with its services as investment manager. The Adviser shall, in all matters, give to the Company and its Board of Directors the benefit of its best judgment, effort, advice and recommendations and shall at all times conform to, and use its best efforts to enable the Company to conform to (i) the provisions of the 1940 Act and any rules or regulations thereunder, (ii) any other applicable provisions of state or federal law; (iii) the provisions of the Articles of Incorporation and By-Laws of the Company as amended from time to time; (iv) the policies and determinations of the Board of Directors of the Company; (v) the fundamental policies and investment restrictions of the Company and Portfolios as reflected in the Company's registration statement under the 1940 Act or as such policies may, from time to time, be amended by the Company's shareholders, and (vi) the Prospectus and Statement of Additional Information of the Company in effect from time to time. The appropriate officers and employees of the Adviser shall be available upon reasonable notice for consultation with any of the Directors and officers of the Company with respect to any matters dealing with the business and affairs of the Company including the valuation of any of each Portfolios' securities that are either not registered for public sale or not being traded on any securities market.

2. Investment Management Services

(a) Subject to the direction and control by the Company's Board of Directors, the Adviser shall, or shall cause an affiliate to: (i) regularly provide investment advice and recommendations to each Portfolio with respect to its investments, investment policies and the purchase and sale of securities; (ii) supervise continuously the investment program of each Portfolio and the composition and performance of its portfolio securities and determine what securities shall be purchased or sold by each Portfolio; and (iii) arrange, subject to the provisions of Section 4 hereof, for the purchase of securities and other investments for each Portfolio and the sale of securities and other investments held in each Portfolio.

(b) The Adviser shall provide, or shall cause an affiliate to provide, such economic and statistical data relating to each Portfolio and such information concerning important economic, political and other developments as the Adviser shall deem appropriate or as shall be requested by the Company's Board of Directors.

3. Administrative Services

In addition to the performance of investment advisory services, the Adviser shall perform, or shall cause an affiliate to perform, the following services in connection with the management of the Company:

(a) assist in the supervision of all aspects of the Company's operation, including the coordination of all matters relating to the functions of the custodian, transfer agent or other shareholder servicing agents (if any), accountants, attorneys and other parties performing services or operational functions for the Company;

(b) provide the Company with the services of persons, who may be the Adviser's officers or employees, competent to serve as officers of the Company and to perform such administrative and clerical functions as are necessary in order to provide effective administration for the Company, including the preparation and maintenance of required reports, books and records of the Company; and

(c) provide the Company with adequate office space and related services necessary for its operations as contemplated in this Agreement.

(d) provide such other services as the parties hereto may agree upon from time to time.

4. Sub-Advisers and Sub-Contractors

The Adviser, upon approval of the Board of Directors, may engage one or more investment advisers that are registered as such under the Investment Advisers Act of 1940, as amended, to act as sub-adviser with respect to existing and future Portfolios of the Company. Such sub-adviser or sub-advisers shall assume such responsibilities and obligations of the Adviser pursuant to this Investment Management Agreement as shall be delegated to the sub-adviser or sub-advisers, and the Adviser will supervise and oversee the activities of any such sub-adviser or sub-advisers. In addition, the Adviser may subcontract for any of the administrative services set forth in Section 3 above.

5. Brokerage Transactions

When placing orders for the purchase or sale of a Portfolio's securities, the Adviser or any sub-adviser appointed by the Adviser shall use its best efforts to obtain the best net security price available for a Portfolio. Subject to and in accordance with any directions that the Board of Directors may issue from time to time the Adviser or the sub-adviser, if applicable, may also be authorized to effect individual securities transactions at commission rates in excess of the minimum commission rates available, if the Adviser or the sub-adviser, if applicable, determines in good faith that such amount of commission is reasonable in relation to the value of the brokerage or research services provided by such broker or dealer, viewed in terms of either that particular transaction or the Adviser's or the sub-adviser's overall responsibilities with respect to a Portfolio and other advisory clients. The execution of such transactions shall not be deemed to represent an unlawful act or breach of any duty created by this Agreement or otherwise. The Adviser or the sub-adviser will promptly communicate to the Board of Directors such information relating to portfolio transactions as the Board may reasonably request.

6. Expenses

Expenses to be paid by the Company, include, but are not limited to (i) interest and taxes; (ii) brokerage commissions; (iii) premiums for fidelity and other insurance coverage requisite to the Company's operations; (iv) the fees and expenses of its non-interested directors; (v) legal, audit and fund accounting expenses; (vi) custodian and transfer agent fees and expenses; (vii) expenses incident to the redemption of its shares; (viii) fees and expenses related to the registration under federal and state securities laws of shares of the Company for public sale; (ix) expenses of printing and mailing prospectuses, reports, notices and proxy material to shareholders of the Company; (x) all other expenses incidental to holding meetings of the Company's shareholders; and (xi) such extraordinary non-recurring expenses as may arise, including litigation affecting the Company and any obligation which the Company may have to indemnify its officers and Directors with respect thereto. Any officer or employee of the Adviser or of any entity controlling, controlled by or under common control with the Adviser, who may also serve as officers, directors or employees of the Company shall not receive any compensation from the Company for their services.

7. Compensation of the Adviser

As compensation for the services rendered by the Adviser, each Portfolio shall pay to the Adviser as promptly as possible after the last day of each month during the term of this Agreement, a fee accrued daily and paid monthly, as set forth in Schedule B to this Agreement, as it may be amended from time to time:

The Adviser, or an affiliate of the Adviser, may agree to subsidize any of the Portfolios to any level that the Adviser, or any such affiliate, may specify. Any such undertaking may be modified or discontinued at any time except to the extent the Adviser explicitly agrees to maintain such undertaking for a specified period.

If it is necessary to calculate the fee for a period of time that is less than a month, then the fee shall be (i) calculated at the annual rates provided in Schedule B but prorated for the number of days elapsed in the month in question as a percentage of the total number of days in such month, (ii) based upon the average of the Portfolio's daily net asset value for the period in question, and (iii) paid within a reasonable time after the close of such period.

8. Liability of the Adviser

(a) The Adviser shall not be liable for any loss or losses sustained by reason of any investment including the purchase, holding or sale of any security, or with respect to the administration of the Company, as long as the Adviser shall have acted in good faith and with due care; provided, however, that no provision in this Agreement shall be deemed to protect the Adviser against any liability to the Company or its shareholders by reason of its willful misfeasance, bad faith or gross negligence (or, alternatively, in respect of any Portfolio for which the sub-adviser at the time of such loss is Hartford Investment Management Company, its negligence) in the performance of its duties or by reason of its reckless disregard of its obligations and duties under this Agreement.

(b) The rights of exculpation and indemnification are not to be construed so as to provide for exculpation or indemnification provided under 8(a) of any person for any liability (including liability under U.S. federal securities laws that, under certain circumstances, impose liability even on persons that act in good faith) to the extent (but only to the extent) that exculpation or indemnification would be in violation of applicable law, but will be construed so as to effectuate the applicable provisions of this section to the maximum extent permitted by applicable law.

9. Duration of Agreement

(a) This Agreement shall be effective on November 1, 2009. This Agreement, unless sooner terminated in accordance with 9(b) below, shall continue in effect from year to year thereafter provided that its continuance is specifically approved at least annually (1) by a vote of a majority of the members of the Board of Directors of the Company or by a vote of a majority of the outstanding voting securities of each Portfolio, and (2) in either event, by the vote of a majority of the members of the Company's Board of Directors who are not parties to this Agreement or interested persons of any such party, cast in person at a meeting called for the purpose of voting on this Agreement.

(b) This Agreement (1) may be terminated at any time without the payment of any penalty either by a vote of a majority of the members of the Board of Directors of the Company or by a vote of a majority of the Portfolio's outstanding voting securities, on sixty days' prior written notice to the Adviser; (2) shall immediately terminate in the event of its assignment and (3) may be terminated by the Adviser on sixty days' prior written notice to the Portfolio, but such termination will not be effective until the Portfolio shall have contracted with one or more persons to serve as a successor investment adviser for the Portfolio and such person(s) shall have assumed such position.

(c) As used in this Agreement, the terms "assignment", "interested person" and "vote of majority of the Company's outstanding voting securities" shall have the meanings set forth for such terms in the 1940 Act, as amended.

(d) Any notice under this Agreement shall be given in writing, addressed and delivered, or mailed postpaid, to the other party to this Agreement to whom such notice is to be given at such party's current address.

10. Other Activities

Nothing in this Agreement shall limit or restrict the right of any director, officer, or employee of the Adviser to engage in any other business or to devote his or her time and attention in part to the management or other aspects of any other business, whether of a similar nature or a dissimilar nature, nor to limit or restrict the right of the Adviser to engage in any other business or to render services of any kind to any other corporation, firm individual or association.

11. Additional Series

The amendment of Schedule A to this Agreement for the sole purpose of adding one or more Portfolios shall not be deemed an amendment of this Agreement or an amendment affecting an already existing Portfolio and requiring the approval of shareholders of that Portfolio.

12. Invalid Provisions

If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.

13. Governing Law

To the extent that federal securities laws do not apply, this Agreement and all performance hereunder shall be governed by the laws of the State of Connecticut, which apply to contracts made and to be performed in the State of Connecticut.

14. Amendments

No provision of this Agreement may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought, and no amendment of this Agreement will be effective until approved in a manner consistent with the 1940 Act and rules and regulations under the 1940 Act and any applicable Securities and Exchange Commission exemptive order from such rules and regulations. Any such instrument signed by a Portfolio must be (a) approved by the vote of a majority of the Directors who are not parties to this Agreement or "interested persons" of any party to this Agreement, cast in person at a meeting called for the purpose of voting on such approval, and (b) by the vote of a majority of the Directors of the Company, or by the vote of a majority of the outstanding voting securities of the Portfolio. The amendment of Schedule A and/or Schedule B to this Agreement for the sole purpose of (i) adding or deleting one or more Portfolios or (ii) making other non-material changes to the information included in the Schedule shall not be deemed an amendment of this Agreement.

15. Entire Agreement

This Agreement, including the schedules hereto, constitutes the entire understanding between the parties pertaining to the subject matter hereof and supersedes any prior agreement between the parties on this subject matter.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the 1st day of November, 2009.

Hartford Investment Financial Services, LLC

/s/Robert Arena

By: Robert Arena

Title: President

The Hartford Mutual Funds II, Inc.

on behalf of each of its series listed on Attachment A

/s/Robert Arena

By: Robert Arena

Title: President

**Schedule A**

**List of Portfolios**

**HARTFORD MUTUAL FUNDS II, INC.**

**ON BEHALF OF:**

The Hartford Growth Fund  
The Hartford Growth Opportunities Fund  
The Hartford SmallCap Growth Fund  
The Hartford Tax-Free National Fund  
The Hartford U.S. Government Securities Fund  
The Hartford Value Opportunities Fund



**Schedule B****Fees**

As compensation for the services rendered by the Adviser, each Portfolio shall pay to the Adviser as promptly as possible after the last day of each month during the term of this Agreement, a fee accrued daily and paid monthly based upon the following annual rates calculated based on the average daily net asset value of the applicable Portfolio:

**Growth Fund and Growth Opportunities Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$100 million	0.9000%
Next \$150 million	0.8000%
Next \$4.75 billion	0.7000%
Next \$5 billion	0.6975%
Amount Over \$10 billion	0.6950%

**SmallCap Growth Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$100 million	0.9000%
Next \$150 million	0.8000%
Next \$250 million	0.7000%
Next \$4.5 billion	0.6500%
Next 5 billion	0.6300%
Amount Over \$10 billion	0.6200%

**Value Opportunities Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$100 million	0.8000%
Next \$150 million	0.7500%
Next \$4.75 billion	0.7000%
Next \$5 billion	0.6975%
Amount Over \$10 billion	0.6950%



**U.S. Government Securities Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.5500%
Next \$4.5 billion	0.5000%
Next \$5 billion	0.4800%
Amount Over \$10 billion	0.4700%

**Tax-Free National Fund**

<u>Average Daily Net Assets</u>	<u>Annual Rate</u>
First \$500 million	0.5000%
Next \$4.5 billion	0.4500%
Next \$5 billion	0.4300%
Amount Over \$10 billion	0.4200%

# EXHIBIT 3

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#### EXPENSE LIMITATION AGREEMENT

THIS AGREEMENT, dated as of February 6, 2008, between The Hartford Mutual Funds, Inc. and The Hartford Mutual Funds II, Inc. (each a "Company" and collectively, the "Companies") on behalf of each series of the Companies (each a "Fund" and collectively, the "Funds") and Hartford Investment Financial Services, LLC (the "Adviser").

WHEREAS, the Adviser has been appointed the investment adviser of each of the Funds pursuant to an Investment Management Agreement between each Company, on behalf of the Funds, and the Adviser; and

WHEREAS, each Company and the Adviser desire to enter into the arrangements described herein relating to certain expenses of the Funds;

NOW, THEREFORE, each Company and the Adviser hereby agree as follows:

1. For the period commencing November 1, 2007 through February 28, 2009, the Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions, acquired fund fees and expenses and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule A.

2. The reimbursement described in Section 1 above is not subject to recoupment by the Adviser.

3. The Adviser understands and intends that the Funds will rely on this Agreement (1) in preparing and filing amendments to the registration statements for the Companies on Form N-1A with the Securities and Exchange Commission, (2) in accruing each Fund's expenses for purposes of calculating its net asset value per share and (3) for certain other purposes and expressly permits the Funds to do so.

4. This Agreement shall renew automatically for one-year terms unless the Adviser provides written notice of termination prior to the start of such term.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE HARTFORD MUTUAL FUNDS, INC.

/s/ Tamara L. Fagely

-----  
Name: Tamara L. Fagely

Title: Vice President, Treasurer and Controller

THE HARTFORD MUTUAL FUNDS II, INC.

/s/ Tamara L. Fagely

-----  
Name: Tamara L. Fagely  
Title: Vice President, Treasurer and Controller

HARTFORD INVESTMENT FINANCIAL SERVICES, LLP

/s/ Robert Arena

-----  
Name: Robert Arena  
Title: Manager, Senior Vice President /Business Line Principal

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SCHEDULE A

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FUND	TOTAL NET ANNUAL OPERATING EXPENSE LIMIT (AS A PERCENT OF AVERAGE DAILY NET ASSETS)
-----	-----
<S>	<C>
The Hartford Advisers Fund	Class A: 1.18% Class R3: 1.43% Class R4: 1.13% Class R5: 0.83%
The Hartford Balanced Allocation Fund	Class A: 1.40% Class B: 2.15% Class C: 2.15% Class I: 1.15% Class R3: 1.78% Class R4: 1.48% Class R5: 1.18%
The Hartford Balanced Income Fund	Class A: 1.25% Class B: 2.00% Class C: 2.00% Class Y: 0.90%
The Hartford Capital Appreciation Fund	Class A: 1.29% Class I: 1.04% Class R3: 1.54% Class R4: 1.24% Class R5: 0.94%
The Hartford Capital Appreciation II Fund	Class A: 1.60% Class B: 2.35% Class C: 2.35% Class I: 1.35% Class R3: 1.85%

	Class R4: 1.55%
	Class R5: 1.25%
	Class Y: 1.25%
The Hartford Checks and Balances Fund	Class A: 1.15%
	Class B: 1.90%
	Class C: 1.90%
	Class I: 0.90%
The Hartford Conservative Allocation Fund	Class A: 1.35%
	Class B: 2.10%
	Class C: 2.10%
	Class I: 1.10%
	Class R3: 1.78%
	Class R4: 1.48%
	Class R5: 1.18%
The Hartford Disciplined Equity Fund	Class A: 1.40%
	Class B: 2.15%
	Class C: 2.15%
	Class R3: 1.65%
	Class R4: 1.35%
	Class R5: 1.05%
	Class Y: 1.00%
The Hartford Dividend and Growth Fund	Class A: 1.25%
	Class I: 1.00%

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Class R3: 1.50%

Class R4: 1.20%

Class R5: 0.90%

The Hartford Equity Growth Allocation Fund	Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class I: 1.35%
	Class R3: 1.85%
	Class R4: 1.55%
	Class R5: 1.25%
The Hartford Equity Income Fund	Class A: 1.25%
	Class B: 2.00%
	Class C: 2.00%
	Class I: 1.00%
	Class R3: 1.60%
	Class R4: 1.30%
	Class R5: 1.00%
	Class Y: 0.90%
The Hartford Fundamental Growth Fund	Class A: 1.45%
	Class B: 2.20%
	Class C: 2.20%

	Class Y: 1.05%
The Hartford Global Communications Fund	Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class Y: 1.20%
The Hartford Global Equity Fund	Class A: 1.65%
	Class B: 2.40%
	Class C: 2.40%
	Class I: 1.40%
	Class R3: 1.90%
	Class R4: 1.65%
	Class R5: 1.40%
	Class Y: 1.30%
The Hartford Global Financial Services Fund	Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class Y: 1.20%
The Hartford Global Growth Fund	Class A: 1.48%
	Class B: 2.23%
	Class C: 2.23%
	Class R3: 1.73%
	Class R4: 1.43%
	Class R5: 1.13%
	Class Y: 1.13%
The Hartford Global Health Fund	Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class I: 1.35%
	Class R3: 1.85%
	Class R4: 1.55%
	Class R5: 1.25%
	Class Y: 1.20%
The Hartford Global Technology Fund	Class A: 1.60%
	Class B: 2.35%

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Class C: 2.35%

Class Y: 1.20%

The Hartford Growth Fund

Class A: 1.30%

Class B: 2.05%

Class C: 2.05%

Class I: 1.05%

Class L: 1.42%

Class R3: 1.55%

Class R4: 1.25%

Class R5: 0.95%

	Class Y: 0.95%
The Hartford Growth Allocation Fund	Class A: 1.50%
	Class B: 2.25%
	Class C: 2.25%
	Class I: 1.25%
	Class R3: 1.81%
	Class R4: 1.51%
	Class R5: 1.21%
The Hartford Growth Opportunities Fund	Class A: 1.36%
	Class B: 2.11%
	Class C: 2.11%
	Class I: 1.11%
	Class L: 1.45%
	Class R3: 1.61%
	Class R4: 1.31%
	Class R5: 1.01%
	Class Y: 1.01%
The Hartford High Yield Fund	Class A: 1.15%
	Class B: 1.90%
	Class C: 1.90%
	Class I: 0.90%
	Class R3: 1.40%
	Class R4: 1.10%
	Class R5: 0.90%
	Class Y: 0.90%
The Hartford High Yield Municipal Bond Fund	Class A: 1.00%
	Class B: 1.75%
	Class C: 1.75%
	Class I: 0.75%
The Hartford Income Fund	Class A: 0.95%
	Class B: 1.70%
	Class C: 1.70%
	Class Y: 0.70%
The Hartford Income Allocation Fund	Class A: 1.20%
	Class B: 1.95%
	Class C: 1.95%
	Class I: 0.95%
	Class R3: 1.59%
	Class R4: 1.29%
	Class R5: 0.99%
The Hartford Inflation Plus Fund	Class A: 0.85%
	Class B: 1.60%
	Class C: 1.60%
	Class I: 0.60%
	Class R3: 1.25%

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	Class R4: 1.00%
	Class R5: 0.76%
	Class Y: 0.60%
 The Hartford International Growth Fund	 Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class I: 1.35%
	Class R3: 1.85%
	Class R4: 1.55%
	Class R5: 1.25%
	Class Y: 1.20%
 The Hartford International Opportunities Fund	 Class A: 1.57%
	Class B: 2.32%
	Class C: 2.32%
	Class R3: 1.82%
	Class R4: 1.52%
	Class R5: 1.22%
	Class Y: 1.22%
 The Hartford International Small Company Fund	 Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class I: 1.35%
	Class Y: 1.20%
 The Hartford LargeCap Growth Fund	 Class A: 1.25%
	Class B: 2.00%
	Class C: 2.00%
	Class Y: 0.85%
 The Hartford MidCap Fund	 Class A: 1.37%
 The Hartford MidCap Growth Fund	 Class A: 1.35%
	Class B: 2.10%
	Class C: 2.10%
	Class Y: 0.95%
 The Hartford MidCap Value Fund	 Class A: 1.40%
	Class B: 2.15%
	Class C: 2.15%
	Class Y: 1.00%
 The Hartford Money Market Fund	 Class A: 0.90%
	Class B: 1.65%
	Class C: 1.65%
	Class R3: 1.15%
	Class R4: 0.85%
	Class R5: 0.65%
	Class Y: 0.65%
 The Hartford Retirement Income Fund	 Class A: 1.20%
	Class B: 1.95%
	Class C: 1.95%
	Class R3: 1.60%
	Class R4: 1.30%
	Class R5: 1.00%
	Class Y: 0.85%



The Hartford Select MidCap Value Fund	Class A: 1.30%
	Class B: 2.05%
	Class C: 2.05%
	Class Y: 0.90%

The Hartford Select SmallCap Value Fund	Class A: 1.60%
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Class B: 2.35%
Class C: 2.35%
Class Y: 1.20%

The Hartford Short Duration Fund	Class A: 0.90%
	Class B: 1.65%
	Class C: 1.65%
	Class Y: 0.65%

The Hartford Small Company Fund	Class A: 1.40%
	Class B: 2.15%
	Class C: 2.15%
	Class I: 1.15%
	Class R3: 1.65%
	Class R4: 1.35%
	Class R5: 1.05%
	Class Y: 1.00%

The Hartford SmallCap Growth Fund	Class A: 1.40%
	Class B: 2.15%
	Class C: 2.15%
	Class I: 1.15%
	Class L: 1.25%
	Class R3: 1.65%
	Class R4: 1.35%
	Class R5: 1.05%
	Class Y: 1.05%

The Hartford Stock Fund	Class A: 1.25%
	Class R3: 1.50%
	Class R4: 1.20%
	Class R5: 0.90%

The Hartford Strategic Income Fund	Class A: 1.15%
	Class B: 1.90%
	Class C: 1.90%
	Class I: 0.90%

The Hartford Target Retirement 2010 Fund	Class A: 1.25%
	Class B: 2.00%
	Class C: 2.00%
	Class R3: 1.65%
	Class R4: 1.35%
	Class R5: 1.05%

	Class Y: 0.90%
The Hartford Target Retirement 2020 Fund	Class A: 1.30%
	Class B: 2.05%
	Class C: 2.05%
	Class R3: 1.70%
	Class R4: 1.40%
	Class R5: 1.10%
	Class Y: 0.95%
The Hartford Target Retirement 2030 Fund	Class A: 1.35%
	Class B: 2.10%
	Class C: 2.10%
	Class R3: 1.75%
	Class R4: 1.45%
	Class R5: 1.15%
	Class Y: 1.00%
The Hartford Tax-Free California Fund	Class A: 0.85%
	Class B: 1.60%

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Class C:	1.60%
Class Y:	0.75%

The Hartford Tax-Free Minnesota Fund	Class A: 0.85%
	Class B: 1.60%
	Class C: 1.60%
	Class L: 0.90%

The Hartford Tax-Free National Fund	Class A: 0.85%
	Class B: 1.60%
	Class C: 1.60%
	Class I: 0.60%
	Class L: 0.80%
	Class Y: 0.60%

The Hartford Tax-Free New York Fund	Class A: 0.85%
	Class B: 1.60%
	Class C: 1.60%
	Class Y: 0.75%

The Hartford Value Fund	Class A: 1.40%
	Class B: 2.15%
	Class C: 2.15%
	Class I: 1.15%
	Class R3: 1.65%
	Class R4: 1.35%
	Class R5: 1.05%
	Class Y: 1.00%

The Hartford Value Opportunities Fund	Class A: 1.40%
	Class B: 2.15%

Class C:	2.15%
Class I:	1.15%
Class L:	1.45%
Class R3:	1.65%
Class R4:	1.35%
Class R5:	1.05%
Class Y:	1.05%

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EX-99.H(XXI) 202 c56734\_ex99h-xxi.htm

**Exh H.(XXI)**

**AMENDED AND RESTATED  
EXPENSE LIMITATION AGREEMENT**

**THIS AMENDED AND RESTATED EXPENSE LIMITATION AGREEMENT**, dated as of November 1, 2008, between The Hartford Mutual Funds, Inc. and The Hartford Mutual Funds II, Inc. (each a “Company” and collectively, the “Companies”) on behalf of each series of the Companies (each a “Fund” and collectively, the “Funds”) and Hartford Investment Financial Services, LLC (the “Adviser”).

**WHEREAS**, the Adviser has been appointed the investment adviser of each of the Funds pursuant to an Investment Management Agreement between each Company, on behalf of the Funds, and the Adviser; and

**WHEREAS**, each Company and the Adviser desire to enter into the arrangements described herein relating to certain expenses of the Funds;

**NOW, THEREFORE**, each Company and the Adviser hereby agree as follows:

1. For the period commencing November 1, 2008 through February 28, 2010, the Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions, acquired fund fees and expenses and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule A.

2. For the period commencing November 1, 2008 through February 28, 2010, the Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule B.

3. The reimbursements described in Section 1 and Section 2 above are not subject to recoupment by the Adviser.

4. The Adviser understands and intends that the Funds will rely on this Agreement (1) in preparing and filing amendments to the registration statements for the Companies on Form N-1A with the Securities and Exchange Commission, (2) in accruing each Fund’s expenses for purposes of calculating its net asset value per share and (3) for certain other purposes and expressly permits the Funds to do so.

5. This Agreement shall renew automatically for one-year terms unless the Adviser provides written notice of termination prior to the start of such term.

---

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

THE HARTFORD MUTUAL FUNDS, INC.

Name: /s/Tamara L. Fagely  
 Tamara L. Fagely  
 Title: Vice President, Treasurer and Controller

THE HARTFORD MUTUAL FUNDS II, INC.

Name: /s/Tamara L. Fagely  
 Tamara L. Fagely  
 Title: Vice President, Treasurer and Controller

HARTFORD INVESTMENT FINANCIAL SERVICES, LLC

Name: /s/Robert Arena  
 Robert Arena  
 Title: Manager, Senior Vice President /Business Line Principal

## SCHEDULE A

Fund	Total Net Annual Operating Expense Limit (as a percent of average daily net assets)
The Hartford Advisers Fund	Class A: 1.18%
	Class R3: 1.43%
	Class R4: 1.13%
	Class R5: 0.83%
The Hartford Balanced Income Fund	Class A: 1.25%
	Class B: 2.00%
	Class C: 2.00%
	Class Y: 0.90%
The Hartford Capital Appreciation Fund	Class A: 1.29%
	Class I: 1.04%
	Class R3: 1.54%
	Class R4: 1.24%
	Class R5: 0.94%

The Hartford Capital Appreciation II Fund	Class A:	1.60%
	Class B:	2.35%
	Class C:	2.35%
	Class I:	1.35%
	Class R3:	1.85%
	Class R4:	1.55%
	Class R5:	1.25%
	Class Y:	1.25%
The Hartford Disciplined Equity Fund	Class A:	1.35%
	Class B:	2.10%
	Class C:	2.10%
	Class R3:	1.60%
	Class R4:	1.30%
	Class R5:	1.00%
	Class Y:	0.95%
The Hartford Dividend and Growth Fund	Class A:	1.25%
	Class I:	1.00%
	Class R3:	1.50%
	Class R4:	1.20%
	Class R5:	0.90%
The Hartford Diversified International Fund	Class A:	1.65%
	Class B:	2.40%
	Class C:	2.40%
	Class I:	1.40%
	Class R3:	1.90%
	Class R4:	1.65%
	Class R5:	1.40%
	Class Y:	1.30%
The Hartford Equity Income Fund	Class A:	1.25%
	Class B:	2.00%
	Class C:	2.00%
	Class I:	1.00%
	Class R3:	1.60%
	Class R4:	1.30%
	Class R5:	1.00%
	Class Y:	0.90%

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The Hartford Fundamental Growth Fund	Class A:	1.45%
	Class B:	2.20%
	Class C:	2.20%
	Class Y:	1.05%
The Hartford Global Communications Fund	Class A:	1.60%
	Class B:	2.35%
	Class C:	2.35%
	Class Y:	1.20%
The Hartford Global Enhanced Dividend Fund	Class A:	1.60%
	Class B:	2.35%

Class C: 2.35%  
Class I: 1.35%  
Class R3: 1.85%  
Class R4: 1.60%  
Class R5: 1.35%  
Class Y: 1.25%  
Class A: 1.65%  
Class B: 2.40%  
Class C: 2.40%  
Class I: 1.40%  
Class R3: 1.90%  
Class R4: 1.65%  
Class R5: 1.40%  
Class Y: 1.30%  
Class A: 1.60%  
Class B: 2.35%  
Class C: 2.35%  
Class Y: 1.20%  
Class A: 1.48%  
Class B: 2.23%  
Class C: 2.23%  
Class R3: 1.73%  
Class R4: 1.43%  
Class R5: 1.13%  
Class Y: 1.13%  
Class A: 1.60%  
Class B: 2.35%  
Class C: 2.35%  
Class I: 1.35%  
Class R3: 1.85%  
Class R4: 1.55%  
Class R5: 1.25%  
Class Y: 1.20%  
Class A: 1.60%  
Class B: 2.35%  
Class C: 2.35%  
Class Y: 1.20%  
Class A: 1.30%  
Class B: 2.05%  
Class C: 2.05%  
Class I: 1.05%  
Class L: 1.42%  
Class R3: 1.55%  
Class R4: 1.25%  
Class R5: 0.95%  
Class Y: 0.95%

The Hartford Global Equity Fund

The Hartford Global Financial Services Fund

The Hartford Global Growth Fund

The Hartford Global Health Fund

The Hartford Global Technology Fund

The Hartford Growth Fund

The Hartford Growth Opportunities Fund	Class A:	1.36%
	Class B:	2.11%
	Class C:	2.11%
	Class I:	1.11%
	Class L:	1.45%
	Class R3:	1.61%
	Class R4:	1.31%
The Hartford High Yield Fund	Class R5:	1.01%
	Class Y:	0.80%
	Class A:	1.15%
	Class B:	1.90%
	Class C:	1.90%
	Class I:	0.90%
	Class R3:	1.40%
The Hartford High Yield Municipal Bond Fund	Class R4:	1.10%
	Class R5:	0.90%
	Class Y:	0.90%
	Class A:	1.00%
	Class B:	1.75%
	Class C:	1.75%
	Class I:	0.75%
The Hartford Income Fund	Class A:	0.95%
	Class B:	1.70%
	Class C:	1.70%
	Class Y:	0.70%
	Class A:	0.85%
The Hartford Inflation Plus Fund	Class B:	1.60%
	Class C:	1.60%
	Class I:	0.60%
	Class R3:	1.25%
	Class R4:	1.00%
	Class R5:	0.76%
	Class Y:	0.60%
The Hartford International Growth Fund	Class A:	1.60%
	Class B:	2.35%
	Class C:	2.35%
	Class I:	1.35%
	Class R3:	1.85%
	Class R4:	1.55%
	Class R5:	1.25%
The Hartford International Opportunities Fund	Class Y:	1.20%
	Class A:	1.57%
	Class B:	2.32%
	Class C:	2.32%
	Class I:	1.32%
	Class R3:	1.82%
	Class R4:	1.52%
The Hartford International Small Company Fund	Class R5:	1.22%
	Class Y:	1.22%
	Class A:	1.60%
	Class B:	2.35%



Class C: 2.35%  
Class I: 1.35%  
Class Y: 1.20%

The Hartford LargeCap Growth Fund	Class A: 1.25%
	Class B: 2.00%
	Class C: 2.00%
	Class Y: 0.85%
The Hartford MidCap Fund	Class A: 1.37%
	Class I: 1.12%
The Hartford MidCap Growth Fund	Class A: 1.35%
	Class B: 2.10%
	Class C: 2.10%
	Class Y: 0.95%
The Hartford MidCap Value Fund	Class A: 1.35%
	Class B: 2.10%
	Class C: 2.10%
	Class Y: 0.95%
The Hartford Money Market Fund	Class A: 0.90%
	Class B: 1.65%
	Class C: 1.65%
	Class R3: 1.15%
	Class R4: 0.85%
	Class R5: 0.65%
	Class Y: 0.65%
The Hartford Select MidCap Value Fund	Class A: 1.30%
	Class B: 2.05%
	Class C: 2.05%
	Class Y: 0.90%
The Hartford Select SmallCap Value Fund	Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class Y: 1.20%
The Hartford Short Duration Fund	Class A: 0.90%
	Class B: 1.65%
	Class C: 1.65%
	Class Y: 0.65%
The Hartford Small Company Fund	Class A: 1.40%
	Class B: 2.15%
	Class C: 2.15%
	Class I: 1.15%
	Class R3: 1.65%
	Class R4: 1.35%
	Class R5: 1.05%
	Class Y: 1.00%
The Hartford SmallCap Growth Fund	Class A: 1.40%
	Class B: 2.15%

Class C: 2.15%  
Class I: 1.15%  
Class L: 1.25%  
Class R3: 1.65%  
Class R4: 1.35%  
Class R5: 1.05%  
Class Y: 1.05%  
Class A: 1.25%  
Class I: 1.00%  
Class R3: 1.50%  
Class R4: 1.20%  
Class R5: 0.90%

The Hartford Stock Fund

6

The Hartford Strategic Income Fund

Class A: 1.15%  
Class B: 1.90%  
Class C: 1.90%  
Class Y: 0.90%  
Class I: 0.90%

The Hartford Tax-Free California Fund

Class A: 0.85%  
Class B: 1.60%  
Class C: 1.60%  
Class Y: 0.75%

The Hartford Tax-Free Minnesota Fund

Class A: 0.85%  
Class B: 1.60%  
Class C: 1.60%  
Class L: 0.90%

The Hartford Tax-Free National Fund

Class A: 0.85%  
Class B: 1.60%  
Class C: 1.60%  
Class I: 0.60%  
Class L: 0.80%  
Class Y: 0.60%

The Hartford Tax-Free New York Fund

Class A: 0.85%  
Class B: 1.60%  
Class C: 1.60%  
Class Y: 0.75%

The Hartford Value Fund

Class A: 1.40%  
Class B: 2.15%  
Class C: 2.15%  
Class I: 1.15%  
Class R3: 1.65%  
Class R4: 1.35%  
Class R5: 1.05%  
Class Y: 1.00%

The Hartford Value Opportunities Fund

Class A: 1.35%  
Class B: 2.10%  
Class C: 2.10%

Class I: 1.10%  
Class L: 1.40%  
Class R3: 1.60%  
Class R4: 1.30%  
Class R5: 1.00%  
Class Y: 1.00%

## SCHEDULE B

The Hartford Balanced Allocation Fund	Class A: 1.40% Class B: 2.15% Class C: 2.15% Class I: 1.15% Class R3: 1.78% Class R4: 1.48% Class R5: 1.18%
The Hartford Checks and Balances Fund	Class A: 1.15% Class B: 1.90% Class C: 1.90% Class I: 0.90% Class R3: 1.45% Class R4: 1.15% Class R5: 0.95%
The Hartford Conservative Allocation Fund	Class A: 1.35% Class B: 2.10% Class C: 2.10% Class I: 1.10% Class R3: 1.78% Class R4: 1.48% Class R5: 1.18%
The Hartford Equity Growth Allocation Fund	Class A: 1.60% Class B: 2.35% Class C: 2.35% Class I: 1.35% Class R3: 1.85% Class R4: 1.55% Class R5: 1.25%
The Hartford Growth Allocation Fund	Class A: 1.50% Class B: 2.25% Class C: 2.25% Class I: 1.25% Class R3: 1.81% Class R4: 1.51% Class R5: 1.21%
The Hartford Income Allocation Fund	Class A: 1.20% Class B: 1.95% Class C: 1.95%

	Class I: 0.95%
	Class R3: 1.59%
	Class R4: 1.29%
	Class R5: 0.99%
The Hartford Retirement Income Fund	Class A: 1.20%
	Class B: 1.95%
	Class C: 1.95%
	Class R3: 1.60%
	Class R4: 1.30%
	Class R5: 1.00%
	Class Y: 0.85%
The Hartford Target Retirement 2010 Fund	Class A: 1.00%
	Class B: 1.75%
	Class C: 1.75%
	Class R3: 1.30%
	Class R4: 1.00%
	Class R5: 0.80%
	Class Y: 0.80%

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The Hartford Target Retirement 2015 Fund	Class R3: 1.30%
	Class R4: 1.00%
	Class R5: 0.80%
The Hartford Target Retirement 2020 Fund	Class A: 1.05%
	Class B: 1.80%
	Class C: 1.80%
	Class R3: 1.35%
	Class R4: 1.05%
	Class R5: 0.85%
	Class Y: 0.85%
The Hartford Target Retirement 2025 Fund	Class R3: 1.35%
	Class R4: 1.05%
	Class R5: 0.85%
The Hartford Target Retirement 2030 Fund	Class A: 1.05%
	Class B: 1.80%
	Class C: 1.80%
	Class R3: 1.35%
	Class R4: 1.05%
	Class R5: 0.85%
	Class Y: 0.85%
The Hartford Target Retirement 2035 Fund	Class R3: 1.35%
	Class R4: 1.05%
	Class R5: 0.85%
The Hartford Target Retirement 2040 Fund	Class R3: 1.35%
	Class R4: 1.05%
	Class R5: 0.85%
The Hartford Target Retirement 2045 Fund	Class R3: 1.40%
	Class R4: 1.10%

The Hartford Target Retirement 2050 Fund

Class R5: 0.90%  
Class R3: 1.40%  
Class R4: 1.10%  
Class R5: 0.90%

EX-99.BH.(XXI) 6 a09-31922\_1ex99dbhdxxi.htm EX-99.BH.(XXI)

Exhibit 99.Bh.(xxi)

**EXHIBIT H.(XXI)**

**AMENDED AND RESTATED**

**EXPENSE LIMITATION AGREEMENT**

**THIS AMENDED AND RESTATED EXPENSE LIMITATION AGREEMENT**, dated as of November 1, 2009, between The Hartford Mutual Funds, Inc. and The Hartford Mutual Funds II, Inc. (each a "Company" and collectively, the "Companies") on behalf of each series of the Companies (each a "Fund" and collectively, the "Funds") and Hartford Investment Financial Services, LLC (the "Adviser").

**WHEREAS**, the Adviser has been appointed the investment adviser of each of the Funds pursuant to an Investment Management Agreement between each Company, on behalf of the Funds, and the Adviser; and

**WHEREAS**, each Company and the Adviser desire to enter into the arrangements described herein relating to certain expenses of the Funds;

**NOW, THEREFORE**, each Company and the Adviser hereby agree as follows:

1. For the period commencing November 1, 2009 through February 28, 2011, the Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions, acquired fund fees and expenses and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule A.
  2. For the period commencing November 1, 2009 through February 28, 2011, the Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule B.
  3. The reimbursements described in Section 1 and Section 2 above are not subject to recoupment by the Adviser.
  4. The Adviser understands and intends that the Funds will rely on this Agreement (1) in preparing and filing amendments to the registration statements for the Companies on Form N-1A with the Securities and Exchange Commission, (2) in accruing each Fund's expenses for purposes of calculating its net asset value per share and (3) for certain other purposes and expressly permits the Funds to do so.
  5. This Agreement shall renew automatically for one-year terms unless the Adviser provides written notice of termination prior to the start of such term.
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6. This Agreement may be amended or modified by mutual consent of the Adviser and the Board of Directors of the respective Company at any time prior to the expiration date of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

THE HARTFORD MUTUAL FUNDS, INC.

Name: /s/Tamara L. Fagely

Tamara L. Fagely

Title: Vice President, Treasurer and Controller

THE HARTFORD MUTUAL FUNDS II, INC.

Name: /s/Tamara L. Fagely

Tamara L. Fagely

Title: Vice President, Treasurer and Controller

HARTFORD INVESTMENT FINANCIAL SERVICES, LLC

Name: /s/Robert Arena

Robert Arena

Title: President

**SCHEDULE A**

<b>Fund</b>	<b>Total Net Annual Operating Expense Limit (as a percent of average daily net assets)</b>
The Hartford Advisers Fund	Class A: 1.18% Class R3: 1.43% Class R4: 1.13% Class R5: 0.83%
The Hartford Balanced Income Fund (1)	Class A: 0.75% Class B: 1.50% Class C: 1.50% Class Y: 0.40%
The Hartford Capital Appreciation Fund	Class A: 1.29% Class I: 1.04% Class R3: 1.54% Class R4: 1.24% Class R5: 0.94%
The Hartford Capital Appreciation II Fund	Class A: 1.60% Class B: 2.35% Class C: 2.35% Class I: 1.35% Class R3: 1.85% Class R4: 1.55% Class R5: 1.25% Class Y: 1.25%
The Hartford Disciplined Equity Fund	Class A: 1.35% Class B: 2.10% Class C: 2.10% Class R3: 1.60% Class R4: 1.30% Class R5: 1.00% Class Y: 0.95%
The Hartford Diversified International Fund	Class A: 1.65% Class B: 2.40% Class C: 2.40% Class I: 1.40% Class R3: 1.90% Class R4: 1.65% Class R5: 1.40% Class Y: 1.30%
The Hartford Dividend and Growth Fund	Class A: 1.25% Class I: 1.00% Class R3: 1.50% Class R4: 1.20% Class R5: 0.90%



The Hartford Equity Income Fund	Class A: 1.25%
	Class B: 2.00%
	Class C: 2.00%
	Class I: 1.00%
	Class R3: 1.60%
	Class R4: 1.30%
The Hartford Floating Rate Fund	Class R5: 1.00%
	Class Y: 0.90%
	Class A: 100%
	Class B: 1.75%
	Class C: 1.75%
	Class I: 0.75%
The Hartford Fundamental Growth Fund	Class R3: 1.25%
	Class R4: 1.00%
	Class R5: 0.85%
	Class Y: 0.75%
	Class A: 1.45%
	Class B: 2.20%
The Hartford Global Enhanced Dividend Fund	Class C: 2.20%
	Class Y: 1.05%
	Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class I: 1.35%
The Hartford Global Equity Fund	Class R3: 1.85%
	Class R4: 1.60%
	Class R5: 1.35%
	Class Y: 1.25%
	Class A: 1.75%
	Class B: 2.50%
The Hartford Global Growth Fund	Class C: 2.50%
	Class I: 1.50%
	Class R3: 2.00%
	Class R4: 1.75%
	Class R5: 1.50%
	Class Y: 1.40%
The Hartford Global Health Fund	Class A: 1.48%
	Class B: 2.23%
	Class C: 2.23%
	Class R3: 1.73%
	Class R4: 1.43%
	Class R5: 1.13%
	Class Y: 1.13%
	Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class I: 1.35%
	Class R3: 1.85%
	Class R4: 1.55%
	Class R5: 1.25%
	Class Y: 1.20%

## The Hartford Growth Fund

Class A: 1.30%  
 Class B: 2.05%  
 Class C: 2.05%  
 Class I: 1.05%  
 Class L: 1.42%  
 Class R3: 1.55%  
 Class R4: 1.25%  
 Class R5: 0.95%  
 Class Y: 0.95%

## The Hartford Growth Opportunities Fund

Class A: 1.36%  
 Class B: 2.11%  
 Class C: 2.11%  
 Class I: 1.11%  
 Class L: 1.45%  
 Class R3: 1.61%  
 Class R4: 1.31%  
 Class R5: 1.01%  
 Class Y: 0.80%

## The Hartford High Yield Fund

Class A: 1.20%  
 Class B: 1.95%  
 Class C: 1.95%  
 Class I: 0.95%  
 Class R3: 1.45%  
 Class R4: 1.15%  
 Class R5: 0.95%  
 Class Y: 0.95%

## The Hartford High Yield Municipal Bond Fund

Class A: 1.00%  
 Class B: 1.75%  
 Class C: 1.75%  
 Class I: 0.75%  
 Class Y: 0.75%

## The Hartford Income Fund

Class A: 1.00%  
 Class B: 1.75%  
 Class C: 1.75%  
 Class Y: 0.75%  
 Class A: 0.90%  
 Class B: 1.65%  
 Class C: 1.65%  
 Class I: 0.65%

## The Hartford Inflation Plus Fund

Class L: 0.90%(2)  
 Class R3: 1.25%  
 Class R4: 1.00%  
 Class R5: 0.81%  
 Class Y: 0.65%  
 Class A: 1.60%  
 Class B: 2.35%  
 Class C: 2.35%  
 Class I: 1.35%  
 Class R3: 1.85%  
 Class R4: 1.55%  
 Class R5: 1.25%  
 Class Y: 1.20%

## The Hartford International Growth Fund

Class A: 1.60%  
 Class B: 2.35%  
 Class C: 2.35%  
 Class I: 1.35%  
 Class R3: 1.85%  
 Class R4: 1.55%  
 Class R5: 1.25%  
 Class Y: 1.20%

The Hartford International Opportunities Fund	Class A: 1.57%
	Class B: 2.32%
	Class C: 2.32%
	Class I: 1.32%
	Class R3: 1.82%
	Class R4: 1.52%
The Hartford International Small Company Fund	Class R5: 1.22%
	Class Y: 1.22%
	Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class I: 1.35%
The Hartford MidCap Fund	Class Y: 1.20%
	Class A: 1.37%
	Class I: 1.12%
	Class R3: 1.67%
	Class R4: 1.37%
	Class R5: 1.07%
The Hartford MidCap Growth Fund	Class A: 1.35%
	Class B: 2.10%
	Class C: 2.10%
	Class Y: 0.95%
The Hartford MidCap Value Fund	Class A: 1.35%
	Class B: 2.10%
	Class C: 2.10%
	Class Y: 0.95%
The Hartford Money Market Fund	Class A: 0.90%
	Class B: 1.65%
	Class C: 1.65%
	Class R3: 1.15%
	Class R4: 0.85%
	Class R5: 0.65%
The Hartford Select MidCap Value Fund	Class Y: 0.65%
	Class A: 1.30%
	Class B: 2.05%
	Class C: 2.05%
	Class Y: 0.90%
The Hartford Select SmallCap Value Fund	Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class Y: 1.20%
The Hartford Short Duration Fund	Class A: 0.90%
	Class B: 1.65%
	Class C: 1.65%
	Class Y: 0.65%
The Hartford Small Company Fund	Class A: 1.40%
	Class B: 2.15%
	Class C: 2.15%
	Class I: 1.15%
	Class R3: 1.65%
	Class R4: 1.35%
	Class R5: 1.05%
	Class Y: 1.00%

The Hartford SmallCap Growth Fund	Class A:	1.40%
	Class B:	2.15%
	Class C:	2.15%
	Class I:	1.15%
	Class L:	1.25%
	Class R3:	1.65%
	Class R4:	1.35%
The Hartford Strategic Income Fund	Class R5:	1.05%
	Class Y:	1.05%
	Class A:	1.15%
	Class B:	1.90%
	Class C:	1.90%
	Class Y:	0.90%
	Class I:	0.90%
The Hartford Tax-Free National Fund	Class A:	0.85%
	Class B:	1.60%
	Class C:	1.60%
	Class I:	0.60%
	Class L:	0.80%
	Class Y:	0.60%
	Class A:	100%
The Hartford Total Return Bond Fund	Class B:	1.75%
	Class C:	1.75%
	Class I:	0.75%
	Class R3:	1.25%
	Class R4:	1.00%
	Class R5:	0.85%
	Class Y:	0.75%
The Hartford Value Fund	Class A:	1.40%
	Class B:	2.15%
	Class C:	2.15%
	Class I:	1.15%
	Class R3:	1.65%
	Class R4:	1.35%
	Class R5:	1.05%
The Hartford Value Opportunities Fund	Class Y:	1.00%
	Class A:	1.35%
	Class B:	2.10%
	Class C:	2.10%
	Class I:	1.10%
	Class L:	1.40%
	Class R3:	1.60%
	Class R4:	1.30%
	Class R5:	1.00%
	Class Y:	1.00%

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(1) For The Hartford Balanced Income Fund, effective October 1, 2009, the Adviser has contractually agreed to waive 0.50% of its management fees, until October 31, 2010. While such waiver is in effect, the Adviser has contractually agreed to reimburse expenses (exclusive of taxes, interest expenses, brokerage commissions, acquired fund fees and expenses and extraordinary expenses) to the extent necessary to maintain total annual operating expenses for Class A,B,C and Y shares as reflected above for The Hartford Balanced Income Fund.

(2) Effective November 11, 2009 for Class L Shares of The Hartford Inflation Plus Fund

**SCHEDULE B**

The Hartford Balanced Allocation Fund	Class A: 1.40%
	Class B: 2.15%
	Class C: 2.15%
	Class I: 1.15%
	Class R3: 1.78%
	Class R4: 1.48%
	Class R5: 1.18%
The Hartford Checks and Balances Fund	Class A: 1.25%
	Class B: 2.00%
	Class C: 2.00%
	Class I: 1.00%
	Class R3: 1.55%
	Class R4: 1.25%
	Class R5: 1.05%
The Hartford Conservative Allocation Fund	Class A: 1.35%
	Class B: 2.10%
	Class C: 2.10%
	Class I: 1.10%
	Class R3: 1.78%
	Class R4: 1.48%
	Class R5: 1.18%
The Hartford Equity Growth Allocation Fund	Class A: 1.60%
	Class B: 2.35%
	Class C: 2.35%
	Class I: 1.35%
	Class R3: 1.85%
	Class R4: 1.55%
	Class R5: 1.25%
The Hartford Growth Allocation Fund	Class A: 1.50%
	Class B: 2.25%
	Class C: 2.25%
	Class I: 1.25%
	Class R3: 1.81%
	Class R4: 1.51%
	Class R5: 1.21%
The Hartford Target Retirement 2010 Fund	Class A: 1.00%
	Class R3: 1.30%
	Class R4: 1.00%
	Class R5: 0.80%
	Class Y: 0.80%
The Hartford Target Retirement 2015 Fund	Class R3: 1.30%
	Class R4: 1.00%
	Class R5: 0.80%
The Hartford Target Retirement 2020 Fund	Class A: 1.05%
	Class R3: 1.35%
	Class R4: 1.05%
	Class R5: 0.85%
	Class Y: 0.85%
The Hartford Target Retirement 2025 Fund	Class R3: 1.35%
	Class R4: 1.05%
	Class R5: 0.85%

The Hartford Target Retirement 2030 Fund	Class A: 1.05%
	Class R3: 1.35%
	Class R4: 1.05%
	Class R5: 0.85%
	Class Y: 0.85%
The Hartford Target Retirement 2035 Fund	Class R3: 1.35%
	Class R4: 1.05%
	Class R5: 0.85%
The Hartford Target Retirement 2040 Fund	Class R3: 1.35%
	Class R4: 1.05%
	Class R5: 0.85%
The Hartford Target Retirement 2045 Fund	Class R3: 1.40%
	Class R4: 1.10%
	Class R5: 0.90%
The Hartford Target Retirement 2050 Fund	Class R3: 1.40%
	Class R4: 1.10%
	Class R5: 0.90%

EX-99.B.H.(XII) 5 a10-20853\_1ex99dbdhdxi.htm EX-99.B.H.(XII)

EXHIBIT H.(XII)

**AMENDED AND RESTATED  
EXPENSE LIMITATION AGREEMENT**

**THIS AMENDED AND RESTATED EXPENSE LIMITATION AGREEMENT**, dated as of November 1, 2010, between The Hartford Mutual Funds, Inc. and The Hartford Mutual Funds II, Inc. (each a "Company" and collectively, the "Companies") on behalf of each series of the Companies (each a "Fund" and collectively, the "Funds") and Hartford Investment Financial Services, LLC (the "Adviser").

**WHEREAS**, the Adviser has been appointed the investment adviser of each of the Funds pursuant to an Investment Management Agreement between each Company, on behalf of the Funds, and the Adviser; and

**WHEREAS**, each Company and the Adviser desire to enter into the arrangements described herein relating to certain expenses of the Funds;

**NOW, THEREFORE**, each Company and the Adviser hereby agree as follows:

1. For the period commencing November 1, 2009 through February 28, 2011, the Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions, acquired fund fees and expenses and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule A.
  2. For the period commencing November 1, 2009 through February 28, 2011, the Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule B.
  3. For the period commencing July 1, 2010 through February 29, 2012 (or February 28, 2011 for Class L shares of The Hartford Growth Fund, The Hartford Growth Opportunities Fund, The Hartford SmallCap Growth Fund and The Hartford Value Opportunities Fund), the Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions, acquired fund fees and expenses and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule C.
  4. For the period commencing July 1, 2010 through February 29, 2012, the Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule D.
-

5. For the period commencing November 1, 2010 through February 29, 2012 (or February 28, 2011 for Class L shares of The Hartford Inflation Plus Fund), the Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions, acquired fund fees and expenses and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule E.

6. The reimbursements described in Section 1, Section 2, Section 3, Section 4 and Section 5 above are not subject to recoupment by the Adviser.

7. The Adviser understands and intends that the Funds will rely on this Agreement (1) in preparing and filing amendments to the registration statements for the Companies on Form N-1A with the Securities and Exchange Commission, (2) in accruing each Fund's expenses for purposes of calculating its net asset value per share and (3) for certain other purposes and expressly permits the Funds to do so.

8. This Agreement shall renew automatically for one-year terms unless the Adviser provides written notice of termination prior to the start of such term.

9. This Agreement may be amended or modified by mutual consent of the Adviser and the Board of Directors of the respective Company at any time prior to the expiration date of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

THE HARTFORD MUTUAL FUNDS, INC.

Name: /s/Tamara L. Fagely  
 Tamara L. Fagely  
 Title: Vice President, Treasurer and Controller

THE HARTFORD MUTUAL FUNDS II, INC.

Name: /s/Tamara L. Fagely  
 Tamara L. Fagely  
 Title: Vice President, Treasurer and Controller

HARTFORD INVESTMENT FINANCIAL SERVICES,  
 LLC

Name: /s/Robert Arena  
 Robert Arena  
 Title: President



**SCHEDULE A**

<b>Fund</b>	<b>Total Net Annual Operating Expense Limit (as a percent of average daily net assets)</b>
The Hartford Global Enhanced Dividend Fund	Class A: 1.60% Class C: 2.35% Class I: 1.35% Class R3: 1.85% Class R4: 1.60% Class R5: 1.35% Class Y: 1.25%
The Hartford Tax-Free National Fund	Class A : 0.85% Class B: 1.60% Class C: 1.60% Class I: 0.60% Class L: 0.80% Class Y: 0.60%

**SCHEDULE B**

<b>Fund</b>	<b>Total Net Annual Operating Expense Limit (as a percent of average daily net assets)</b>
The Hartford Target Retirement 2010 Fund	Class A: 1.00% Class R3: 1.30% Class R4: 1.00% Class R5: 0.80% Class Y: 0.80%
The Hartford Target Retirement 2015 Fund	Class R3: 1.30% Class R4: 1.00% Class R5: 0.80%
The Hartford Target Retirement 2020 Fund	Class A: 1.05% Class R3: 1.35% Class R4: 1.05% Class R5: 0.85% Class Y: 0.85%
The Hartford Target Retirement 2025 Fund	Class R3: 1.35% Class R4: 1.05% Class R5: 0.85%
The Hartford Target Retirement 2030 Fund	Class A: 1.05% Class R3: 1.35% Class R4: 1.05% Class R5: 0.85% Class Y: 0.85%
The Hartford Target Retirement 2035 Fund	Class R3: 1.35% Class R4: 1.05% Class R5: 0.85%
The Hartford Target Retirement 2040 Fund	Class R3: 1.35% Class R4: 1.05% Class R5: 0.85%
The Hartford Target Retirement 2045 Fund	Class R3: 1.40% Class R4: 1.10% Class R5: 0.90%
The Hartford Target Retirement 2050 Fund	Class R3: 1.40% Class R4: 1.10% Class R5: 0.90%

**SCHEDULE C**

<b>Fund</b>	<b>Total Net Annual Operating Expense Limit (as a percent of average daily net assets)</b>
The Hartford Advisers Fund	Class A: 1.18% Class R3: 1.40% Class R4: 1.10% Class R5: 0.80%
The Hartford Balanced Income Fund(1)	Class A: 1.25% Class B: 2.00% Class C: 2.00% Class I: 1.00% Class R3: 1.50% Class R4: 1.20% Class R5: 0.90% Class Y: 0.85%
The Hartford Capital Appreciation Fund	Class A: 1.29% Class I: 1.04% Class R3: 1.40% Class R4: 1.10% Class R5: 0.80%
The Hartford Capital Appreciation II Fund	Class A: 1.60% Class B: 2.35% Class C: 2.35% Class I: 1.35% Class R3: 1.70% Class R4: 1.40% Class R5: 1.10% Class Y: 1.05%
The Hartford Disciplined Equity Fund	Class A: 1.35% Class B: 2.10% Class C: 2.10% Class R3: 1.50% Class R4: 1.20% Class R5: 0.90% Class Y: 0.85%
The Hartford Diversified International Fund	Class A: 1.45% Class B: 2.20% Class C: 2.20% Class I: 1.20% Class R3: 1.65% Class R4: 1.35% Class R5: 1.05% Class Y: 1.00%
The Hartford Dividend and Growth Fund	Class A: 1.25% Class I: 1.00% Class R3: 1.35% Class R4: 1.05% Class R5: 0.75%

The Hartford Equity Income Fund	Class A:	1.25%
	Class B:	2.00%
	Class C:	2.00%
	Class I:	1.00%
	Class R3:	1.50%
	Class R4:	1.20%
	Class R5:	0.90%
	Class Y:	0.85%
The Hartford Floating Rate Fund	Class A:	1.00%(2)
	Class B:	1.75%(2)
	Class C:	1.75%(2)
	Class I:	0.75%(2)
	Class R3:	1.25%(2)
	Class R4:	1.00%(2)
	Class R5:	0.70%(3)
	Class Y:	0.70%(3)
The Hartford Fundamental Growth Fund	Class A:	1.30%
	Class B:	2.05%
	Class C:	2.05%
	Class I:	1.05%
	Class R3:	1.50%
	Class R4:	1.20%
	Class R5:	0.90%
	Class Y:	0.85%
The Hartford Global All-Asset Fund(4)	Class A:	1.45%
	Class C:	2.20%
	Class I:	1.20%
	Class R3:	1.70%
	Class R4:	1.40%
	Class R5:	1.10%
	Class Y:	1.05%
The Hartford Global Growth Fund	Class A:	1.48%
	Class B:	2.23%
	Class C:	2.23%
	Class R3:	1.60%
	Class R4:	1.30%
	Class R5:	1.00%
	Class Y:	0.95%
The Hartford Global Health Fund	Class A:	1.60%
	Class B:	2.35%
	Class C:	2.35%
	Class I:	1.35%
	Class R3:	1.65%
	Class R4:	1.35%
	Class R5:	1.05%
	Class Y:	1.00%
The Hartford Global Real Asset Fund(5)	Class A:	1.45%
	Class C:	2.20%
	Class I:	1.20%
	Class R3:	1.70%
	Class R4:	1.40%
	Class R5:	1.10%
	Class Y:	1.05%



The Hartford Global Research Fund	Class A:	1.45%
	Class B:	2.20%
	Class C:	2.20%
	Class I:	1.20%
	Class R3:	1.65%
	Class R4:	1.35%
	Class R5:	1.05%
	Class Y:	1.00%
The Hartford Growth Fund	Class A:	1.30%
	Class B:	2.05%
	Class C:	2.05%
	Class I:	1.05%
	Class L:	1.42%
	Class R3:	1.50%
	Class R4:	1.20%
	Class R5:	0.90%
	Class Y:	0.85%
The Hartford Growth Opportunities Fund	Class A:	1.36%
	Class B:	2.11%
	Class C:	2.11%
	Class I:	1.11%
	Class L:	1.45%
	Class R3:	1.45%
	Class R4:	1.15%
	Class R5:	0.85%
	Class Y:	0.85%
The Hartford International Growth Fund	Class A:	1.55%
	Class B:	2.30%
	Class C:	2.30%
	Class I:	1.30%
	Class R3:	1.60%
	Class R4:	1.30%
	Class R5:	1.00%
	Class Y:	0.95%
The Hartford International Opportunities Fund	Class A:	1.30%
	Class B:	2.05%
	Class C:	2.05%
	Class I:	1.05%
	Class R3:	1.50%
	Class R4:	1.20%
	Class R5:	0.90%
	Class Y:	0.85%
The Hartford International Small Company Fund	Class A:	1.60%
	Class B:	2.35%
	Class C:	2.35%
	Class I:	1.35%
	Class R3:	1.65%

EX-99.B.H.(XXVI) 2 a11-5406\_1ex99dbdhdxxvi.htm EX-99.B.H.(XXVI)

Exhibit 99.B.h.(xxvi)

# EXHIBIT XXVI

## EXPENSE LIMITATION AGREEMENT

**THIS AGREEMENT**, dated as of March 1, 2011, between The Hartford Mutual Funds, Inc. (the “Company”) on behalf each of its series listed on Schedule A (each a “Fund” and collectively, the “Funds”) and Hartford Investment Financial Services, LLC (the “Adviser”).

**WHEREAS**, the Adviser has been appointed the investment adviser of each of the Funds pursuant to an Investment Management Agreement between the Company, on behalf of the Funds, and the Adviser; and

**WHEREAS**, the Company, on behalf of the Funds, and the Adviser are parties to an Expense Limitation Agreement dated as of November 1, 2010 (the “Existing Expense Limitation Agreement”) which provides for a limitation on each Fund’s expenses until February 28, 2011 and which shall renew automatically for one-year terms unless the Adviser provides written notice of termination prior to the start of such term; and

**WHEREAS**, the Company and the Adviser desire to enter into the arrangements described herein relating to certain expenses of the Funds in addition to the Existing Expense Limitation Agreement;

**NOW, THEREFORE**, the Company and the Adviser hereby agree as follows:

1. The Adviser hereby agrees to reimburse Fund expenses, exclusive of taxes, interest expense, brokerage commissions and extraordinary expenses, to the extent necessary to maintain the net annual operating expenses specified for the class of shares of each Fund listed on Schedule A for the period (i) commencing March 1, 2011 through February 29, 2012 for Target Retirement 2015 Fund, Target Retirement 2025 Fund, Target Retirement 2035 Fund, Target Retirement 2040 Fund, Target Retirement 2045 Fund and Target Retirement 2050 Fund, and (ii) commencing March 1, 2011 through February 29, 2012 for Target Retirement 2010 Fund, Target Retirement 2020 Fund and Target Retirement 2030 Fund.
2. The reimbursement described in Section 1 above is not subject to recoupment by the Adviser.
3. The Adviser understands and intends that the Funds will rely on this Agreement (1) in preparing and filing amendments to the registration statements for the Companies on Form N-1A with the Securities and Exchange Commission, (2) in accruing each Fund’s expenses for purposes of calculating its net asset value per share and (3) for certain other purposes and expressly permits the Funds to do so.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

THE HARTFORD MUTUAL FUNDS, INC.

Name: /s/Tamara L. Fagely

Tamara L. Fagely

Title: Vice President, Treasurer and Controller

HARTFORD INVESTMENT FINANCIAL SERVICES,  
LLC

Name: /s/James Davey

James Davey

Title: President



**SCHEDULE A**

<b>Fund</b>	<b>Total Net Annual Operating Expense Limit (as a percent of average daily net assets)</b>
The Hartford Target Retirement 2010 Fund	
Class R3	1.15%
Class R4	0.85%
The Hartford Target Retirement 2015 Fund	
Class R3	1.15%
Class R4	0.85%
The Hartford Target Retirement 2020 Fund	
Class R3	1.20%
Class R4	0.90%
The Hartford Target Retirement 2025 Fund	
Class R3	1.20%
Class R4	0.90%
The Hartford Target Retirement 2030 Fund	
Class R3	1.20%
Class R4	0.90%
The Hartford Target Retirement 2035 Fund	
Class R3	1.20%
Class R4	0.90%
The Hartford Target Retirement 2040 Fund	
Class R3	1.20%
Class R4	0.90%
The Hartford Target Retirement 2045 Fund	
Class R3	1.25%
Class R4	0.95%
The Hartford Target Retirement 2050 Fund	
Class R3	1.25%
Class R4	0.95%

# EXHIBIT 4

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## Exhibit M

## THE HARTFORD MUTUAL FUNDS, INC.

## AMENDED AND RESTATED

## DISTRIBUTION PLAN

## CLASS A, B, C, R3, R4 AND R5 SHARES

## ARTICLE I. THE PLAN

This Amended and Restated Distribution Plan (the "Plan") sets forth the terms and conditions on which The Hartford Mutual Funds, Inc. (the "Company"), on behalf of each series of the Company (each a "Fund" and together the "Funds") will pay certain amounts to Hartford Investment Financial Services, LLC (the "Distributor") in connection with the provision by the Distributor, of certain services to the Funds, as set forth herein. Certain of such payments by a Fund may, under Rule 12b-1 (the "Rule") under the Investment Company Act of 1940, as amended (the "Act"), be deemed to constitute the financing of distribution by a Fund. This Plan describes all material aspects of such financing as contemplated by the Rule and shall be administered and interpreted, and implemented and continued, in a manner consistent with the Rule. The Fund and each Class of those Funds that currently have adopted this Plan, and the effective dates of such adoption, are as follows:

<TABLE>  
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SERIES	CLASS	EFFECTIVE DATE
<S>	<C>	<C>
The Hartford Advisers Fund	A	July 22, 1996
The Hartford Advisers Fund	B	July 22, 1996
The Hartford Advisers Fund	C	July 31, 1998
The Hartford Balanced Allocation Fund	A	May 19, 2004
The Hartford Balanced Allocation Fund	B	May 19, 2004
The Hartford Balanced Allocation Fund	C	May 19, 2004
The Hartford Balanced Income Fund	A	May 10, 2006
The Hartford Balanced Income Fund	B	May 10, 2006
The Hartford Balanced Income Fund	C	May 10, 2006
The Hartford Capital Appreciation Fund	A	July 22, 1996
The Hartford Capital Appreciation Fund	B	July 22, 1996
The Hartford Capital Appreciation Fund	C	July 31, 1998
The Hartford Capital Appreciation Fund	R3	August 2, 2006
The Hartford Capital Appreciation Fund	R4	August 2, 2006
The Hartford Capital Appreciation Fund	R5	August 2, 2006
The Hartford Capital Appreciation II Fund	A	April 29, 2005
The Hartford Capital Appreciation II Fund	B	April 29, 2005
The Hartford Capital Appreciation II Fund	C	April 29, 2005
The Hartford Capital Appreciation II Fund	R3	August 2, 2006
The Hartford Capital Appreciation II Fund	R4	August 2, 2006
The Hartford Capital Appreciation II Fund	R5	August 2, 2006
The Hartford Checks and Balances Fund	A	May 31, 2007

The Hartford Checks and Balances Fund	B	May 31, 2007
The Hartford Checks and Balances Fund	C	May 31, 2007
The Hartford Conservative Allocation Fund	A	May 19, 2004
The Hartford Conservative Allocation Fund	B	May 19, 2004
The Hartford Conservative Allocation Fund	C	May 19, 2004

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SERIES	CLASS	EFFECTIVE DATE
<S>	<C>	<C>
The Hartford Disciplined Equity Fund	A	April 30, 1998
The Hartford Disciplined Equity Fund	B	April 30, 1998
The Hartford Disciplined Equity Fund	C	July 31, 1998
The Hartford Disciplined Equity Fund	R3	August 2, 2006
The Hartford Disciplined Equity Fund	R4	August 2, 2006
The Hartford Disciplined Equity Fund	R5	August 2, 2006
The Hartford Dividend and Growth Fund	A	July 22, 1996
The Hartford Dividend and Growth Fund	B	July 22, 1996
The Hartford Dividend and Growth Fund	C	July 31, 1998
The Hartford Dividend and Growth Fund	R3	August 2, 2006
The Hartford Dividend and Growth Fund	R4	August 2, 2006
The Hartford Dividend and Growth Fund	R5	August 2, 2006
The Hartford Equity Growth Allocation Fund, (formerly The Hartford Aggressive Growth Allocation Fund)	A	May 19, 2004
The Hartford Equity Growth Allocation Fund, (formerly The Hartford Aggressive Growth Allocation Fund)	B	May 19, 2004
The Hartford Equity Growth Allocation Fund, (formerly The Hartford Aggressive Growth Allocation Fund)	C	May 19, 2004
The Hartford Equity Income Fund	A	August 28, 2003
The Hartford Equity Income Fund	B	August 28, 2003
The Hartford Equity Income Fund	C	August 28, 2003
The Hartford Equity Income Fund	R3	August 2, 2006
The Hartford Equity Income Fund	R4	August 2, 2006
The Hartford Equity Income Fund	R5	August 2, 2006
The Hartford Floating Rate Fund	A	April 29, 2005
The Hartford Floating Rate Fund	B	April 29, 2005
The Hartford Floating Rate Fund	C	April 29, 2005
The Hartford Fundamental Growth Fund, (formerly The Hartford Focus Fund)	A	April 30, 2001
The Hartford Fundamental Growth Fund, (formerly The Hartford Focus Fund)	B	April 30, 2001
The Hartford Fundamental Growth Fund, (formerly The Hartford Focus Fund)	C	April 30, 2001
The Hartford Global Communications Fund	A	October 30, 2000
The Hartford Global Communications Fund	B	October 30, 2000
The Hartford Global Communications Fund	C	October 30, 2000
The Hartford Global Enhanced Dividend Fund	A	November 30, 2007
The Hartford Global Enhanced Dividend Fund	B	November 30, 2007
The Hartford Global Enhanced Dividend Fund	C	November 30, 2007
The Hartford Global Enhanced Dividend Fund	R3	November 30, 2007
The Hartford Global Enhanced Dividend Fund	R4	November 30, 2007
The Hartford Global Enhanced Dividend Fund	R5	November 30, 2007

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SERIES	CLASS	EFFECTIVE DATE
<S>	<C>	<C>
The Hartford Global Equity Fund	A	March 1, 2008
The Hartford Global Equity Fund	B	March 1, 2008
The Hartford Global Equity Fund	C	March 1, 2008
The Hartford Global Equity Fund	R3	March 1, 2008
The Hartford Global Equity Fund	R4	March 1, 2008
The Hartford Global Equity Fund	R5	March 1, 2008
The Hartford Global Financial Services Fund	A	October 30, 2000
The Hartford Global Financial Services Fund	B	October 30, 2000
The Hartford Global Financial Services Fund	C	October 30, 2000
The Hartford Global Growth Fund, (formerly The Hartford Global Leaders Fund)	A	September 30, 1998
The Hartford Global Growth Fund, (formerly The Hartford Global Leaders Fund)	B	September 30, 1998
The Hartford Global Growth Fund, (formerly The Hartford Global Leaders Fund)	C	September 30, 1998
The Hartford Global Growth Fund, (formerly The Hartford Global Leaders Fund)	R3	August 2, 2006
The Hartford Global Growth Fund, (formerly The Hartford Global Leaders Fund)	R4	August 2, 2006
The Hartford Global Growth Fund, (formerly The Hartford Global Leaders Fund)	R5	August 2, 2006
The Hartford Global Health Fund	A	April 27, 2000
The Hartford Global Health Fund	B	April 27, 2000
The Hartford Global Health Fund	C	April 27, 2000
The Hartford Global Health Fund	R3	August 2, 2006
The Hartford Global Health Fund	R4	August 2, 2006
The Hartford Global Health Fund	R5	August 2, 2006
The Hartford Global Technology Fund	A	April 27, 2000
The Hartford Global Technology Fund	B	April 27, 2000
The Hartford Global Technology Fund	C	April 27, 2000
The Hartford Growth Allocation Fund	A	May 19, 2004
The Hartford Growth Allocation Fund	B	May 19, 2004
The Hartford Growth Allocation Fund	C	May 19, 2004
The Hartford High Yield Fund	A	September 30, 1998
The Hartford High Yield Fund	B	September 30, 1998
The Hartford High Yield Fund	C	September 30, 1998
The Hartford High Yield Municipal Bond Fund	A	May 31, 2007
The Hartford High Yield Municipal Bond Fund	B	May 31, 2007
The Hartford High Yield Municipal Bond Fund	C	May 31, 2007
The Hartford Income Fund	A	October 31, 2002
The Hartford Income Fund	B	October 31, 2002
The Hartford Income Fund	C	October 31, 2002

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SERIES	CLASS	EFFECTIVE DATE
<S>	<C>	<C>

The Hartford Income Allocation Fund	A	May 19, 2004
The Hartford Income Allocation Fund	B	May 19, 2004
The Hartford Income Allocation Fund	C	May 19, 2004
 The Hartford Inflation Plus Fund	 A	 October 31, 2002
The Hartford Inflation Plus Fund	B	October 31, 2002
The Hartford Inflation Plus Fund	C	October 31, 2002
 The Hartford International Growth Fund, (formerly The Hartford International Capital Appreciation Fund)	 A	 April 30, 2001
The Hartford International Growth Fund, (formerly The Hartford International Capital Appreciation Fund)	B	April 30, 2001
The Hartford International Growth Fund, (formerly The Hartford International Capital Appreciation Fund)	C	April 30, 2001
The Hartford International Growth Fund, (formerly The Hartford International Capital Appreciation Fund)	R3	August 2, 2006
The Hartford International Growth Fund, (formerly The Hartford International Capital Appreciation Fund)	R4	August 2, 2006
The Hartford International Growth Fund, (formerly The Hartford International Capital Appreciation Fund)	R5	August 2, 2006
 The Hartford International Opportunities Fund	 A	 July 22, 1996
The Hartford International Opportunities Fund	B	July 22, 1996
The Hartford International Opportunities Fund	C	July 31, 1998
The Hartford International Opportunities Fund	R3	August 2, 2006
The Hartford International Opportunities Fund	R4	August 2, 2006
The Hartford International Opportunities Fund	R5	August 2, 2006
 The Hartford International Small Company Fund	 A	 April 30, 2001
The Hartford International Small Company Fund	B	April 30, 2001
The Hartford International Small Company Fund	C	April 30, 2001
 The Hartford LargeCap Growth Fund	 A	 November 30, 2006
The Hartford LargeCap Growth Fund	B	November 30, 2006
The Hartford LargeCap Growth Fund	C	November 30, 2006
 The Hartford MidCap Fund	 A	 July 22, 1996
The Hartford MidCap Fund	B	July 22, 1996
The Hartford MidCap Fund	C	July 31, 1998
 The Hartford MidCap Growth Fund, (formerly The Hartford Select MidCap Growth Fund)	 A	 February 8, 2006
The Hartford MidCap Growth Fund, (formerly The Hartford Select MidCap Growth Fund)	B	February 8, 2006
The Hartford MidCap Growth Fund, (formerly The Hartford Select MidCap Growth Fund)	C	February 8, 2006
 The Hartford MidCap Value Fund	 A	 April 30, 2001
The Hartford MidCap Value Fund	B	April 30, 2001
The Hartford MidCap Value Fund	C	April 30, 2001

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SERIES	CLASS	EFFECTIVE DATE
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<S>	<C>	<C>
The Hartford Money Market Fund	A	July 22, 1996
The Hartford Money Market Fund	B	July 22, 1996
The Hartford Money Market Fund	C	July 31, 1998
 The Hartford Retirement Income Fund	 A	 September 30, 2005
The Hartford Retirement Income Fund	B	September 30, 2005
The Hartford Retirement Income Fund	C	September 30, 2005

The Hartford Retirement Income Fund	R3	August 2, 2006
The Hartford Retirement Income Fund	R4	August 2, 2006
The Hartford Retirement Income Fund	R5	August 2, 2006
 The Hartford Select MidCap Value Fund	 A	 April 29, 2005
The Hartford Select MidCap Value Fund	B	April 29, 2005
The Hartford Select MidCap Value Fund	C	April 29, 2005
 The Hartford Select SmallCap Value Fund	 A	 February 8, 2006
The Hartford Select SmallCap Value Fund	B	February 8, 2006
The Hartford Select SmallCap Value Fund	C	February 8, 2006
 The Hartford Short Duration Fund	 A	 October 31, 2002
The Hartford Short Duration Fund	B	October 31, 2002
The Hartford Short Duration Fund	C	October 31, 2002
 The Hartford Small Company Fund	 A	 July 22, 1996
The Hartford Small Company Fund	B	July 22, 1996
The Hartford Small Company Fund	C	July 31, 1998
The Hartford Small Company Fund	R3	August 2, 2006
The Hartford Small Company Fund	R4	August 2, 2006
The Hartford Small Company Fund	R5	August 2, 2006
 The Hartford Stock Fund	 A	 July 22, 1996
The Hartford Stock Fund	B	July 22, 1996
The Hartford Stock Fund	C	July 31, 1998
 The Hartford Strategic Income Fund	 A	 May 31, 2007
The Hartford Strategic Income Fund	B	May 31, 2007
The Hartford Strategic Income Fund	C	May 31, 2007
 The Hartford Target Retirement 2010 Fund	 A	 September 30, 2005
The Hartford Target Retirement 2010 Fund	B	September 30, 2005
The Hartford Target Retirement 2010 Fund	C	September 30, 2005
The Hartford Target Retirement 2010 Fund	R3	August 2, 2006
The Hartford Target Retirement 2010 Fund	R4	August 2, 2006
The Hartford Target Retirement 2010 Fund	R5	August 2, 2006
 The Hartford Target Retirement 2020 Fund	 A	 September 30, 2005
The Hartford Target Retirement 2020 Fund	B	September 30, 2005
The Hartford Target Retirement 2020 Fund	C	September 30, 2005
The Hartford Target Retirement 2020 Fund	R3	May 10, 2006
The Hartford Target Retirement 2020 Fund	R4	May 10, 2006
The Hartford Target Retirement 2020 Fund	R5	May 10, 2006

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SERIES	CLASS	EFFECTIVE DATE
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<S>	<C>	<C>
The Hartford Target Retirement 2030 Fund	A	September 30, 2005
The Hartford Target Retirement 2030 Fund	B	September 30, 2005
The Hartford Target Retirement 2030 Fund	C	September 30, 2005
The Hartford Target Retirement 2030 Fund	R3	August 2, 2006
The Hartford Target Retirement 2030 Fund	R4	August 2, 2006
The Hartford Target Retirement 2030 Fund	R5	August 2, 2006
 The Hartford Tax-Free California Fund	 A	 October 31, 2002
The Hartford Tax-Free California Fund	B	October 31, 2002
The Hartford Tax-Free California Fund	C	October 31, 2002
 The Hartford Tax-Free New York Fund	 A	 October 31, 2002
The Hartford Tax-Free New York Fund	B	October 31, 2002



The Hartford Tax-Free New York Fund	C	October 31, 2002
The Hartford Total Return Bond Fund	A	July 22, 1996
The Hartford Total Return Bond Fund	B	July 22, 1996
The Hartford Total Return Bond Fund	C	July 31, 1999
The Hartford Total Return Bond Fund	R3	August 2, 2006
The Hartford Total Return Bond Fund	R4	August 2, 2006
The Hartford Total Return Bond Fund	R5	August 2, 2006
The Hartford Value Fund	A	April 30, 2001
The Hartford Value Fund	B	April 30, 2001
The Hartford Value Fund	C	April 30, 2001
The Hartford Value Fund	R3	August 2, 2006
The Hartford Value Fund	R4	August 2, 2006
The Hartford Value Fund	R5	August 2, 2006

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#### ARTICLE II. DISTRIBUTION AND SERVICE EXPENSES

Each Fund shall pay to the Distributor a fee in the amount specified in Article III hereof. Such fee may be spent by the Distributor on any activities or expenses primarily intended to result in the sale of the applicable Class of shares of the Funds, including, but not limited to the payment of Distribution Expenses (as defined below) and Service Expenses (as defined below). Distribution Expenses include, but are not limited to, (a) payment of initial and ongoing commissions and other payments to brokers, dealers, financial institutions or others who sell each Fund's shares; (b) compensation to employees of the Distributor; (c) compensation to and expenses, including overhead such as communications and telephone, training, supplies, photocopying and similar types of expenses, of the Distributor incurred in the printing and mailing or other dissemination of all prospectuses and statements of additional information; (d) the costs of preparation, printing and mailing of reports used for sales literature and related expenses, advertisements and other distribution-related expenses (including personnel of the Distributor).

"Service Expenses" shall mean fees for activities covered by the definition of "service fee" contained in Article III, Section 26(b) of the Rules of Fair Practice of the National Association of Securities Dealers, Inc., which provides that service fees shall mean payments by an investment company for personal service and/or the maintenance of shareholder accounts.

#### ARTICLE III. MAXIMUM EXPENDITURES

##### CLASS A SHARES

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The expenditures to be made by each Fund pursuant to this Plan, and the basis upon which such expenditures will be made, shall be determined by each Fund, and in no event shall such expenditures exceed 0.35% of the average daily net asset value of the Class A shares of any Fund (determined in accordance with each Fund's prospectus as from time to time in effect) on an annual basis to cover Distribution Expenses and Service Expenses. Up to 0.25% may be used to cover Service Expenses. All such expenditures shall be calculated and accrued daily and paid monthly or at such other intervals as the Board of Directors shall determine.

##### CLASS B AND C SHARES

The expenditures to be made by each Fund pursuant to this Plan, and the basis upon which such expenditures will be made, shall be determined by each Fund, and in no event shall such expenditures exceed 1.00% of the average daily net asset value of the Class B shares or Class C shares, as applicable, of any Fund (determined in accordance with each Fund's prospectus as from time to time in effect) on an annual basis to cover Distribution Expenses and Service Expenses. Up to 0.25% may be used to cover Service Expenses. All such expenditures shall



be calculated and accrued daily and paid monthly or at such other intervals as the Board of Directors shall determine.

#### CLASS R3, R4 and R5 SHARES

The expenditures to be made by each Fund pursuant to this Plan, and the basis upon which such expenditures will be made, shall be determined by each Fund, and in no event shall such expenditures exceed 1.00% of the average daily net asset value of the Class R3 shares or Class R4 shares or Class R5 shares, as applicable, of any Fund (determined in accordance with each Fund's prospectus as from time to time in effect) on an annual basis to cover Distribution Expenses and Service Expenses. Up to 0.25% may be used to cover Service Expenses. All such expenditures shall be calculated and accrued daily and paid monthly or at such other intervals as the Board of Directors shall determine.

#### ARTICLE IV. EXPENSES BORNE BY THE FUNDS

Notwithstanding any other provision of this Plan, the Company, each Fund and its administrator, may bear the respective expenses to be borne by them under any administrative services agreement, as from time to time in effect under the Company's current prospectus. Except as otherwise contemplated by this Plan, the Company, and each Fund shall not, directly or indirectly, engage in financing any activity which is primarily intended to or should reasonably result in the sale of shares of any Fund.

It is recognized that the costs of distributing Fund's shares may exceed the sum of all sales charges collected on sales of Fund shares. In view of this, if and to the extent that any investment management and administration fees paid by a fund might be considered as indirectly financing any activity which is primarily intended to result in the sale of the Fund's shares, the payment by that Fund of such fees hereby is authorized under this Plan.

#### ARTICLE V. APPROVAL BY BOARD OF DIRECTORS, SHAREHOLDERS

This Plan shall not be effective with respect to any class of shares of a Fund unless: (a) this Plan has been approved by the vote of the majority of the outstanding voting shares of such class, if this Plan is adopted for such class after any public offering of the shares of such class or the sale of shares of such class to persons who are not affiliated persons of the Company, affiliated persons of such person, a promoter of the Company, or affiliated persons of such promoters; and (b) this Plan, together with any related agreements, has been approved for such class, by votes cast in person at a meeting called for the purpose of voting on this Plan and any such related agreements, of a majority of both (i) the Directors of the Company and (ii) those directors who are not "interested persons" of the Company and have no direct or indirect financial interest in the operation of this Plan or any agreements related to it (the "Independent Directors").

#### ARTICLE VI. CONTINUANCE

This Plan and any related agreement shall continue in effect with respect to each Fund from year to year provided such continuance is specifically approved at least annually in the manner provided for in Article

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V, clause (b).

#### ARTICLE VII. INFORMATION

The Distributor shall provide the Board of Directors and the Board of Directors, and, in particular, the Independent Directors, shall review, in the exercise of their fiduciary duties, at least quarterly, a written report of the amounts expended with respect to the Class A, B, C, R3, R4 and R5 shares of each Fund by the Distributor under this Plan and the Principal Underwriting Agreement and the purposes for which such expenditures were made.

## ARTICLE VIII. TERMINATION

This Plan may be terminated with respect to any class of shares of a Fund (a) at any time by vote of a majority of the Independent Directors, or a majority of the applicable Fund's outstanding voting Class A, B, C, R3, R4 or R5 shares, as applicable, or (b) by the Distributor on 60 days' notice in writing to the applicable Fund(s).

Termination or discontinuance of the Plan with respect to one Fund shall not affect the continued effectiveness of this Plan with respect to the shares or classes of any other Fund.

## ARTICLE IX. AGREEMENTS

Each agreement with any person relating to implementation of this Plan shall be in writing, and each agreement related to this Plan shall provide:

(a) That, with respect to each Fund, such agreement may be terminated at any time, without payment of any penalty, by vote of a majority of the Independent Directors or by vote of a majority of the Fund's then outstanding voting Class A, B, C, R3, R4 or R5 shares, as applicable.

(b) That such agreement shall terminate automatically in the event of its assignment.

## ARTICLE X. AMENDMENTS

This Plan may not be amended to increase materially the maximum amount of the fees payable by any Fund hereunder without the approval of a majority of the outstanding voting Class A, B, C, R3, R4 or R5 shares, as applicable, of the applicable Fund. No material amendment to the Plan shall, in any event, be effective unless it is approved by the Board of Directors in the same manner as is provided for in Article V.

## ARTICLE XI. PRESERVATION OF DOCUMENTS

The Company shall preserve copies of this Plan (including any amendments thereto) and any related agreements and all reports made to the Board for a period of not less than six years from the date of this Plan, the first two years in an easily accessible place.

## ARTICLE XII. LIMITATION OF LIABILITY

No Fund of the Company shall be responsible for the obligations of any other Fund of the Company.

## ARTICLE XIII. SELECTION OF DIRECTORS

While this Plan is in effect, the selection and nomination of Directors who are not interested persons of the Company shall be committed to the discretion of the Board of Directors who are not interested persons of the Company.

## ARTICLE XIV. DEFINED TERMS

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As used in this Plan, the terms "majority of the outstanding voting shares" shall have the same meaning as the phrase "majority of the outstanding voting securities" has in the Act, and the phrases "interested person" and "assignment" shall have the same meaning as those phrases have in the Act.

Adoption Date: 08.02.06

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# EXHIBIT 5

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Exhibit M  
 THE HARTFORD MUTUAL FUNDS II, INC.

PLAN OF DISTRIBUTION

This Plan of Distribution (the "Plan") is adopted pursuant to Rule 12b-1 (the "Rule") under the Investment Company Act of 1940 (as amended, the "1940 Act") by The Hartford Mutual Funds II, Inc. for and on behalf of each class (each class is referred to hereinafter as a "Class") of each series (each series is referred to hereinafter as a "Series") of the Fund. The Series of the Fund and each Class of those Series that currently have adopted this Plan, and the effective dates of such adoption, are as follows:

The Hartford Mutual Funds II, Inc.

<S>	<C>
The Hartford Small-Cap Growth Fund(1), Class A	March 1, 2002
The Hartford Small-Cap Growth Fund, Class B	March 1, 2002
The Hartford Small-Cap Growth Fund, Class C	March 1, 2002
The Hartford Small-Cap Growth Fund, Class H	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Small-Cap Growth Fund, Class L	January 31, 1992
The Hartford Small-Cap Growth Fund, Class M	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Small-Cap Growth Fund, Class N	November 14, 1994
(reclassified a Class L effective February 12, 2007)	
The Hartford Small-Cap Growth Fund, Class R3	August 2, 2006
The Hartford Small-Cap Growth Fund, Class R4	August 2, 2006
The Hartford Small-Cap Growth Fund, Class R5	August 2, 2006
 The Hartford Growth Fund(2), Class A	 March 1, 2002
The Hartford Growth Fund, Class B	March 1, 2002
The Hartford Growth Fund, Class C	March 1, 2002
The Hartford Growth Fund, Class H	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Growth Fund, Class L	January 31, 1992
The Hartford Growth Fund, Class M	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Growth Fund, Class N	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Growth Fund, Class R3	August 2, 2006
The Hartford Growth Fund, Class R4	August 2, 2006
The Hartford Growth Fund, Class R5	August 2, 2006
 The Hartford Value Opportunities Fund(3), Class A	 March 1, 2002
The Hartford Value Opportunities Fund, Class B	March 1, 2002
The Hartford Value Opportunities Fund, Class C	March 1, 2002

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- (1) Formerly Fortis Capital Appreciation Portfolio, a series of Fortis Advantage Portfolios, Inc.
- (2) Formerly Fortis Capital Fund, a series of Fortis Equity Portfolios, Inc.
- (3) Formerly Fortis Value Fund, a series of Fortis Equity Portfolios, Inc.

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<S>	<C>
The Hartford Value Opportunities Fund, Class H	January 1, 1996
(reclassified as Class L effective February 12, 2007)	
The Hartford Value Opportunities Fund, Class L	January 1, 1996
The Hartford Value Opportunities Fund, Class M	January 1, 1996

(reclassified as Class L effective February 12, 2007)	
The Hartford Value Opportunities Fund, Class N	January 1, 1996
(reclassified as Class L effective February 12, 2007)	
The Hartford Value Opportunities Fund, Class R3	August 2, 2006
The Hartford Value Opportunities Fund, Class R4	August 2, 2006
The Hartford Value Opportunities Fund, Class R5	August 2, 2006
The Hartford Growth Opportunities Fund, (4) Class A	March 1, 2002
The Hartford Growth Opportunities Fund, Class B	March 1, 2002
The Hartford Growth Opportunities Fund, Class C	March 1, 2002
The Hartford Growth Opportunities Fund, Class H	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Growth Opportunities Fund, Class L	January 31, 1992
The Hartford Growth Opportunities Fund, Class M	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Growth Opportunities Fund, Class N	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Growth Opportunities Fund, Class R3	August 2, 2006
The Hartford Growth Opportunities Fund, Class R4	August 2, 2006
The Hartford Growth Opportunities Fund, Class R5	August 2, 2006
The Hartford U.S. Government Fund, (5) Class A	March 1, 2002
The Hartford U.S. Government Fund, Class B	March 1, 2002
The Hartford U.S. Government Fund, Class C	March 1, 2002
The Hartford U.S. Government Fund, Class H	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford U.S. Government Fund, Class L	November 14, 1994
The Hartford U.S. Government Fund, Class M	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford U.S. Government Fund, Class N	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Tax-Free National Fund, (6) Class A	March 1, 2002
The Hartford Tax-Free National Fund, Class B	March 1, 2002
The Hartford Tax-Free National Fund, Class C	March 1, 2002
The Hartford Tax-Free National Fund, Class H	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Tax-Free National Fund, Class L	November 14, 1994
The Hartford Tax-Free National Fund, Class M	November 14, 1994
(reclassified as Class L effective February 12, 2007)	

&lt;/TABLE&gt;

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(4) Formerly Fortis Growth Fund, Inc.

(5) Formerly Fortis U.S. Securities Fund, a series of Fortis Income Portfolios, Inc.

(6) Formerly National Portfolio, a series of Fortis Tax-Free Portfolios, Inc.

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The Hartford Tax-Free National Fund, Class N  
(reclassified as Class L effective February 12, 2007)

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November 14, 1994

The Hartford Tax-Free Minnesota Fund, (7) Class A	March 1, 2002
The Hartford Tax-Free Minnesota Fund, Class B	March 1, 2002
The Hartford Tax-Free Minnesota Fund, Class C	March 1, 2002
The Hartford Tax-Free Minnesota Fund, Class H	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Tax-Free Minnesota Fund, Class L	November 14, 1994
The Hartford Tax-Free Minnesota Fund, Class M	November 14, 1994
(reclassified as Class L effective February 12, 2007)	
The Hartford Tax-Free Minnesota Fund, Class N	November 14, 1994
(reclassified as Class L effective February 12, 2007)	

&lt;/TABLE&gt;

Classes H, M and N were reclassified as Class L shares on February 12, 2007. For former Classes H, M and N, this Plan constitutes an amended and restated plan of distribution due to their reclassification to Class L. Former Classes H, M and N are now subject to the Class L plan of distribution.

Classes L, M and N were Classes A, B and C until March 1, 2002 when they were renamed to Classes L, M and N.

Each Series also issues Class Y shares. Prior to February 12, 2007, Fortis Growth Opportunities Fund also issued Class Z shares; and The Hartford Tax-Free National Fund and The Hartford Tax-Free Minnesota Fund also issued Class E shares. Classes E and Z were reclassified as Class Y shares on February 12, 2007. Class Y does not have 12b-1 fees.

#### 1. Compensation

##### CLASS A

Class A of each Series is obligated to pay the principal underwriter of the Fund's shares, Hartford Investment Financial Services Company ("HIFSCO"), a total fee in connection with the distribution-related services provided in respect of said Class A and in connection with the servicing of shareholder accounts of said Class A. This fee shall be calculated and payable monthly at an annual rate of .35% of said Class A's average daily net assets. All or any portion of such total fee may be payable as a Distribution Fee, and all or any portion of such total fee may be payable as a Shareholder Servicing Fee, as determined from time to time by the Funds' Board of Directors. Until further action by the Board of Directors, all of such fee shall be designated and payable as a Distribution Fee.

##### CLASS L

Class L (which includes, effective February 12, 2007, former Classes H, M and N) of each Series is obligated to pay HIFSCO a total fee in connection with the distribution-related services

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(7) Formerly Minnesota Portfolio, a series of Fortis Tax-Free Portfolios, Inc.

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provided in respect of said Class L and in connection with the servicing of shareholder accounts of said Class L. This fee shall be calculated and payable monthly and, with the exception of The Hartford Small-Cap Growth Fund, at an annual rate of .25% of said Class L's average daily net assets. With regard to The Hartford Small-Cap Growth Fund the annual rate shall be .45% of average daily net assets. All or any portion of such total fee may be payable as a Distribution Fee, and all or any portion of such total fee may be payable as a Shareholder Servicing Fee, as determined from time to time by the Funds' Board of Directors. Until further action by the Board of Directors, all of such fee shall be designated and payable as a Distribution Fee.

##### CLASS B AND CLASS C

Each of Class B and Class C of each Series is obligated to pay HIFSCO a total fee in connection with the servicing of shareholder accounts of said Class B and Class C (as applicable) and in connection with distribution-related services provided in respect of said Class B and Class C (as applicable), calculated and payable monthly, at the annual rate of 1.00% of the value of said Class B's and Class C's (as applicable) average daily net assets. All or any portion of such total fee may be payable as a Shareholder Servicing Fee, and all or any portion of such total fee may be payable as a Distribution Fee, as determined from time to time by the Funds' Board of Directors. Until further action by the Board of Directors, .25% per annum of each Class B's and Class C's average net assets shall be designated and payable as a Shareholder Servicing Fee and the remainder of such fee shall be designated as a Distribution Fee.

##### CLASS R3, R4 AND R5 SHARES

Each of Class R3, Class R4 and Class R5 of each Series is obligated to pay HIFSCO a total fee in connection with the distribution-related services provided in respect of said Class R3, Class R4 and Class R5 (as applicable) and in connection with the servicing of shareholder accounts of said Class R3, Class R4 and Class R5 (as applicable). This fee shall be calculated and payable monthly at the annual rate of up to 1.00% of the value of said Class R3's, Class R4's, and Class R5's (as applicable) average daily net assets. All or any portion of such total fee may be payable as a Shareholder Servicing Fee, and all or any



portion of such total fee may be payable as a Distribution Fee, as determined from time to time by the Funds' Board of Directors. Until further action by the Board of Directors, 0.25% per annum of each Class R3's, Class R4's, and Class R5's, average net assets may be designated and payable as a Shareholder Servicing Fee and the remainder of any such fee may be designated as a Distribution Fee.

## 2. Expenses Covered by the Plan

(a) Except as qualified herein, the Distribution Fee may be used by HIFSCO for the purpose of financing any activity which is primarily intended to result in the sale of Class shares. For example, such Distribution Fee may be used by HIFSCO: (a) for payment of initial and ongoing commissions and other payments to brokers, dealers, financial institutions or others who sell each Fund's shares; (b) compensation to employees of the Distributor; (c) compensation to and expenses, including overhead such as communications and telephone, training, supplies, photocopying and similar types of expenses, of the Distributor incurred in the printing and mailing or other dissemination of all prospectuses and statements of additional information; (d) the costs of preparation, printing and mailing of reports used for sales literature and related

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expenses, advertisements and other distribution-related expenses (including personnel of the Distributor).

(b) The Shareholder Servicing Fee may be used by HIFSCO to provide compensation for ongoing servicing and/or maintenance of shareholder accounts with each applicable Class of the Series. Compensation may be paid by HIFSCO to persons, including employees of HIFSCO, and institutions who respond to inquiries of shareholders of each applicable Class regarding their ownership of shares of their accounts with the Series or who provide other administrative or accounting services not otherwise required to be provided by the Fund's investment adviser, transfer agent or other agent of the Fund.

(c) Payments under the Plan are not tied exclusively to the expenses for shareholder servicing and distribution related activities actually incurred by HIFSCO, so that such payments may exceed expenses actually incurred by HIFSCO. The Funds' Board of Directors will evaluate the appropriateness of the Plan and its payment terms on a continuing basis and in doing so will consider all relevant factors, including expenses borne by HIFSCO and amounts it receives under the Plan.

## 3. Additional Payment by HIFSCO

The Fund's investment adviser, HIFSCO, in its roles as the Fund's investment adviser and/or the principal underwriter of the Fund may, at its option and in its sole discretion, make payments from its own resources to cover the costs of additional distribution and shareholder servicing activities.

## 4. Approval by Shareholders

If the Plan is adopted after the first public offering of the securities of a Class or the sale of such securities to persons who are not affiliated persons of the Fund or affiliates of such persons, promoters of the Fund or affiliated persons of such promoters, the Plan will not take effect with respect to that Class of a Series, and no fee will be payable in accordance with Section 1 of the Plan, until the Plan has been approved by a vote of at least a majority of the outstanding voting securities of such Class.

## 5. Approval by Directors

Neither the Plan nor any related agreement will take effect until approved by a majority vote of both (a) the full Board of Directors of the Fund and (b) those Directors who are not interested persons of the Fund and who have no direct or indirect financial interest in the operation of the Plan or in any agreements related to the Plan (the "Independent Directors"), cast in person at a meeting called for the purpose of voting on the Plan and the related agreements.

## 6. Continuance of the Plan

The Plan will continue in effect from year to year so long as its



continuance is specifically approved annually by vote of the Fund's Board of Directors in the manner described in Section 5 above.

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#### 7. Termination

The Plan may be terminated at any time with respect to any Class of a Series, without penalty, by vote of a majority of the Independent Directors or by vote of a majority of the outstanding voting securities of such Class.

#### 8. Amendments

The Plan may not be amended with respect to any Class of a Series to increase materially the amount of fees payable pursuant to the Plan, as described in Section 1 above, unless the amendment is approved by a vote of at least a majority of the outstanding voting securities of that Class (and, if applicable, of any other affected Class or Classes), and all material amendments to the Plan must also be approved by the Fund's Board of Directors in the manner described in Section 5 above.

#### 9. Selection of Certain Directors

While the Plan is in effect, the selection and nomination of the Fund's Directors who are not interested persons of the Fund will be committed to the discretion of the Directors then in office who are not interested persons of the Fund.

#### 10. Independent Counsel to the Disinterested Directors

While the Plan is in effect, any person who acts as legal counsel for the disinterested Fund Directors will be an independent legal counsel.

#### 11. Written Reports

In each year during which the Plan remains in effect, HIFSCO and any person authorized to direct the disposition of monies paid or payable by the Fund pursuant to the Plan or any related agreement will prepare and furnish to the Fund's Board of Directors, and the Board will review at least quarterly, written reports, complying with the requirements of the Rule, which set out the amounts expended under the Plan and the purposes for which those expenditures were made.

#### 12. Preservation of Materials

The Fund will preserve copies of the Plan, any agreement relating to the Plan and any report made pursuant to Section 11 above, for a period of not less than six years (the first two years in an easily accessible place) from the date of the Plan, agreement or report.

#### 13. Meaning of Certain Terms

As used in the Plan, the terms "interested person," "affiliated person," "independent legal counsel" and "majority of the outstanding voting securities" will be deemed to have the same meaning that those terms have under the 1940 Act and the rules and regulations under the 1940 Act, subject to any exemption that may be granted to the Fund under the 1940 Act by the Securities and Exchange Commission.

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#### 14. Maximum Aggregate Sales Charge Calculations

In calculating the "remaining amount" under National Association of Securities Dealers, Inc. ("NASD") Rule 2830(d) for purposes of determining the maximum aggregate sales charge for each Class of each Series, the Fund is authorized to transfer a portion of the "remaining amount" of a Class in the event of an exchange between that Class and another Class of the same Fund or the other Funds. However, such a transfer of the "remaining amount" must be conducted in accordance with Rule 2830(d), and any subsequent amendments to such Section, as well as any interpretations of such Rule by the NASD.

Adoption Date: 08.02.06  
Effective Date: 02.12.07